

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 138 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. W912WJ-04-R-0009		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 13 Apr 2004		6. REQUISITION/PURCHASE NO. W13G86-3329-0542		
7. ISSUED BY DEPT. OF THE ARMY N E DISTRICT, CORPS OF ENGINEERS 696 VIRGINIA ROAD CONCORD MA 01742-2751 TEL: FAX:				CODE DACW33		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Contracts Branch - Bldg 1</u> until <u>04:30 PM</u> local time <u>27 May 2004</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME RACHAEL RAPOSA			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 978-318-8249			C. E-MAIL ADDRESS rachael.raposa@usace.army.mil		
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices**SECTION B**

B.1 Contract Definition – These are four (4) indefinite delivery/indefinite quantity contracts for Remediation of Hazardous Waste Sites within the geographic boundaries and mission areas of the North Atlantic Division. Task orders will be issued on a site-specific basis. Task orders may be issued as cost-plus-award fee, cost-plus-incentive-fee, cost-plus-fixed-fee or firm-fixed price basis.

B.2 Pricing – Specific tasks and pricing information for work to be performed under these contracts will be included in each task order. Certain cost data and information is to be provided with your proposal.

B.3 Contract Amount – The total amount of the contracts awarded under this solicitation shall not exceed \$65,000,000.00. The contractor is guaranteed a minimum award amount of \$250,000.00 per contract. Two small business set-aside contracts will be awarded and will not exceed \$25,000,000.00 each (totaling \$50,000,000.00). One 8(a) set-aside contract will be awarded and will not exceed \$10,000,000.00. One HUBZone set-aside contract will be awarded and will not exceed \$5,000,000.00.

B.4 Proposal Submission – A contractor may submit only one proposal and be considered for any of the four contracts or any combination thereof. Contractors are hereby notified that they may only win one contract. These contracts will be utilized within the geographic boundaries and mission areas of the North Atlantic Division. Four Contractors provides the Division with a wide range of resources and capabilities to handle multiple projects at the same time. Contractors shall clearly mark and identify on their proposal which contract(s) their proposal is applicable to. The government anticipates selecting and notifying the successful offerors in the following order: 8(a) set-aside, HUBZONE set-aside, and then Small Business set-aside.

B.5 Proposal Evaluation - Offerors are hereby notified that technical merit is the most important followed by performance risk followed by proposal risk. See Section M for complete details of proposal evaluation.

Section C - Descriptions and Specifications

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

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ATTACHMENTS:

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APPENDIX B – QUALITY CONTROL SYSTEM (QCS)
APPENDIX C – PROJECT SCHEDULE
APPENDIX D – SUBMITTAL PROCEDURES

1. **DESCRIPTION OF WORK.** These Indefinite Delivery/Indefinite Quantity remedial action contracts are for remediation of various hazardous waste sites. These contract requires the Contractor to furnish and transport all plant, labor and materials and equipment and to perform all work necessary to complete multiple task orders simultaneously at confirmed or suspected hazardous and radioactive waste sites. The U.S Army Corps of Engineers (USACE) will prepare the statement of work for each task order. However, the Contractor may be required to provide input to support the planning, scheduling, and formulation of the USACE statement of work. The Contractor's success will depend upon their ability to interact with the USACE to develop plans within regulations and execute those plans in an efficient and expeditious manner. The Contractor shall provide personnel with current training as required by the Occupational Safety and Health Administration (OSHA). The Contractor shall provide all support activities described herein or in individual task orders, necessary to ensure the safe and effective accomplishment of project criteria within specified completion times. All work shall be performed in accordance with this contract; all applicable Federal, State, and local regulations; and approved Contract Management Procedures.

Hazardous waste sites may be located anywhere within the boundaries of the North Atlantic Division (with the exception of NAU). The sites may be: (1) currently owned or controlled by the Federal Government, either military or civilian agencies, (2) Formally-Owned Defense Sites (FUDS) at which an agency of the Federal Government is determined to be a Generator or a Potentially Responsible Party (PRP), or (3) other sites where the USACE is otherwise authorized to respond.

2. **REQUIREMENTS FOR REMEDIATION SERVICES.** The Contractor will receive from the USACE any back-up data that is available from prior investigations or designs, such as: preliminary investigation, site investigation, remedial investigation, feasibility study and decision documents, plans and specifications for an individual Task Order. Data received will be dependent on the scope of the project and the current phase of work.

2.1 GENERAL. The expressed purpose of this contract is to provide continuity and the ability to respond in a timely fashion throughout various stages of the remedial action at a site. The Contractor shall:

2.1.1 maintain a staffing and program management system that will promote retention of institutional knowledge and continuity throughout the remediation process,

2.1.2 maintain a communication program that will apprise key personnel executing various Task Orders and USACE of any significant findings that may impact ongoing or planned remedial activities,

2.1.3 initiate recommendations to the Contracting Officer about any alternative methods of executing a remedial action that would result in improved economy, productivity, or quality,

2.1.4 immediately notify the Contracting Officer of any conditions encountered during the execution of a Delivery Order that may impact the remediation process and provide potential solutions.

2.2 REMEDIAL ACTION. The requirements related to remedial action will be described in individual Task Orders. The Contractor shall perform all necessary actions to address specific requirements of the Task Order. Remedial actions include, but are not limited to containment, removal, treatment (on-site and off-site), transportation and disposal. The entire spectrum of contaminants may be involved including hazardous, toxic, radioactive, petroleum-based, and explosive constituents or any combination thereof. These contaminants may occur in various environments including soils, sediments, sludges, liquids, air, water, debris, structures and various containers.

2.2.1 Types of Remedial Activities. A wide variety of potential remedial activities could be expected in this contract. A number of these possible activities are included below; however, this list is not intended to be exhaustive. New or emerging technologies, as they become available or applicable, may also be utilized during the term of this contract.

1. slurry walls/subsurface barriers
2. landfill closure
3. soil/sludge stabilization/solidification
4. water/groundwater treatment
5. soil vapor extraction
6. excavation
7. sediment remediation
8. underground storage tank removal/closure
9. groundwater extraction/dewatering
10. bioremediation
11. thermal treatment
12. demolition
13. debris removal

2.2.2 Operation & Maintenance (O&M). This may include the requirements for the Contractor to provide full and complete short-term O&M functions for a given facility, as well as the preparation of O&M manuals and training of non-Contractor facility personnel for plant and equipment provided by the Contractor during remediation. Specific requirements for these services will be included in individual Task Orders.

2.3 OTHER. The Contractor may be required to provide all other incidental services, as stated in individual Task Orders, necessary for successful site remediation such as sampling and analysis, incidental design, technical support during regulatory negotiations and community and public relations. This is not intended to be all-inclusive, but is for illustrative purposes only.

3. **WORK PLANS (WP).** For each Task Order, the Contractor is required to submit a WP. The WP, which is written by the Contractor, describes the Contractor's detailed approach for the performance of this task order. The WP is based upon the Government's statement of work, which is a general description of work that the Contractor is required to perform. The WP describes the activities that will be performed in the field or office by the Contractor as outlined in individual Task Orders.

3.1. CONTENTS. The WP shall contain/address but not be limited to the following:

3.1.1 a schedule that presents the length of the individual tasks within the statement of work, interrelationship between tasks and other key milestones as described in APPENDIX C – Project Schedule.

3.1.2 permits, licenses, and certificates, identification number and location of the disposal facility, if necessary;

3.1.3 key personnel to be used on the project and their responsibilities;

3.1.4 a site description and contaminant characterization;

3.1.5 site control measures;

3.1.6 logs, reports, and record keeping to be utilized.

3.1.7 data quality objectives;

3.1.8 project submittals as described in APPENDIX D – Submittal Procedures.

- 3.2 WP DEVELOPMENT. The development of a comprehensive WP will be a phased process. The draft WP is based on the Government's statement of work for the Task Order. The draft WP will be submitted within 21 days of receipt of the Task Order or as identified in the individual Task Order and reviewed by the USACE. The Contractor shall submit a final WP within fourteen (14) days of receipt of USACE comments or as specified in the Task Order. The final WP as modified shall incorporate the USACE concerns, and provide all details required in Paragraph: "Work Plan (WP)". The plan will be reviewed and approved by the Contracting Officer.

- 3.3 WP ACCEPTANCE. Except as otherwise provided in individual Task Orders, approval of the WP is required prior to the start of field activities. No change in the approved plan shall be implemented without written concurrence of the Contracting Officer. The USACE reserves the right to require the Contractor to make changes in their WP and operations as necessary to obtain the quality specified.

3.4 WP EXECUTION. The Contractor shall exercise quality control as required in Paragraph "CONTRACTOR QUALITY CONTROL", and the approved quality control plan. The Contractor shall further ensure that all work performed meets requirements of this Contract and as specified in individual Task Orders.

4. CONTRACTOR PERSONNEL AND QUALIFICATIONS. The Contractor shall demonstrate experience in all categories of site remediation. Personnel assigned to individual task orders shall have the required qualifications pertaining to the specific categories anticipated to be encountered at the site. The following lists of qualifications generally reflect the personnel requirements associated with these types of activities. Other disciplines not listed will be required to have comparable qualifications in their field of expertise. The following personnel may be employees of either the Prime Contractor or a Subcontractor unless specified otherwise in this section or on an individual task order. Contractor personnel may hold dual positions if appropriate under a given task order.

4.1 Program Manager. The Program Manager shall be competent, experienced and knowledgeable in the field of remedial actions at hazardous waste sites and with the specific activities identified in this contract. The Contractor shall designate a Program Manager to act as a single point of contact for coordination with USACE. The Program Manager shall hold periodic status meetings and manage the implementation of all policy and procedures and take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall oversee the development and implementation of record keeping, administrative and quality control, and programs.

4.1.1 QUALIFICATIONS. The Program Manager shall have, as a minimum, the following qualifications:

- 4.1.1.1 A college degree in engineering, construction management, geology, chemistry, or related field.
- 4.1.1.2 Three (3) years experience in Program Management for other contracts/programs.
- 4.1.1.3 A minimum of three (3) years working experience in hazardous waste site remedial action Project Management.
- 4.1.1.4 Working knowledge of applicable federal, state, and local laws, regulations, and guidance.
- 4.1.1.5 Experience with cost reimbursable and fixed fee contracting.

4.2 Project Manager. For each task order issued to the Contractor, The Contractor shall designate a Project Manager (PM). The Contractor shall identify the PM before issuance of the task order and the PM qualifications, experience and performance history shall be satisfactory to

the Contracting Officer. The Contractor shall designate a PM to act as a single point of contact, who shall be responsible for the management and execution of the task order in accordance with the approved statement of work, approved work plans, and all federal, state, and local laws and regulations. The Project Manager shall ensure coordination of project issues with USACE and coordination between the Safety and Health Manager (SHM) and the Site Safety and Health Officer (SSHO) to ensure all site activities are performed in a safe manner. The PM shall also maintain close communication and coordination with USACE for the duration of the project, including weekly and/or monthly progress and detailed cost reporting. The PM shall have, as a minimum, the following qualifications:

- a. A college degree from an accredited school in engineering, construction management, geology, chemistry, or a related field.
- b. A minimum of three (3) years Project Management experience, with a minimum of three (3) years experience in hazardous waste site remedial action.
- c. Experience with cost reimbursable and fixed fee contracting.
- d. Working knowledge of applicable federal, state, and local laws, regulations, and guidance as they apply to the region specified in this solicitation.

4.3 Contractor Quality Control (CQC) System Manager. The CQC System manager shall have appropriate education and experience in the specialized area identified in the task order, e.g., chemistry, geology, or hydrogeology. The Contractor shall designate a single point of contact that is responsible for ensuring compliance with the requirements identified in the Contractor Quality Control Plan for the task order. This person, or designated representative, shall be physically at the project site whenever work is in progress. The minimum qualifications of the CQC System Manager shall include:

- a. A minimum of three (3) years working experience associated with remedial actions at HTRW sites.
- b. Demonstrable expertise in on-site and off-site laboratory techniques and programs.
- c. Working knowledge of applicable federal, state, and local laws, regulations, and guidance as they apply to this region.
- d. Formal education and training in field sampling at hazardous waste sites.

4.4 Regulatory Specialist. For all task orders issued to the Contractor, the Contractor shall designate a single Regulatory Specialist (RS). The Contractor shall designate this position as the single point of contact for all regulatory matters and complete manifest requirements as specified in Paragraph: ENVIRONMENTAL REQUIREMENTS, in exact accordance with the approved

statement of work, Contractor's approved Site Safety and Health Plan (SSHP), Sampling and Analysis Plan (SAP), and all federal, state, and local laws and regulations. The RS shall have overall responsibility for accuracy of Hazardous Waste Identification, completion of waste profiles, completion of hazardous waste manifests, completion of all exception and discrepancy reports and all other transportation and disposal reports. The RS shall also have overall responsibility for hazardous materials and their proper storage, transportation, disposal, reuse, recycling, or energy recovery. The RS shall coordinate review and approval procedures for all manifests. The RS shall have, as a minimum, the following qualifications:

- a. Training and current certification under 49 CFR 172, Subpart H.
- b. Sixteen (16) hours training on the requirements of 40 CFR 262 - Standards Applicable to Generators of Hazardous Waste.
- c. Eight (8) hours training on Land Disposal Restrictions (LDR) requirements of 40 CFR 268.
- d. Three (3) years of specialized experience in the accumulation, manifesting and shipment of hazardous waste.
- e. The capability to identify all required permits.

4.5 Certified Industrial Hygienist (CIH). Refer to Appendix A: SAFETY AND HEALTH for duties and qualifications.

4.6 Site Safety and Health Officer (SSHO). Refer to Appendix A: SAFETY AND HEALTH for duties and qualifications.

4.7 Contracts Manager. The Contractor shall utilize a Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, etc.) are performed in accordance with all terms of this Contract. Also where applicable, the Contractor will be responsible for compliance with federal, state and local laws and regulations related to contract management and acquisition. The Contracts Manager shall have, as a minimum, the following qualifications:

- a. A college degree (undergraduate or graduate) including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Contracts Manager may have completed an examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association. In lieu of a college degree, a minimum of 10 years of direct related procurement experience on comparable Government contracts may be substituted.
- b. Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

- c. Training in acquisition, contract administration, cost and price analysis related to federal acquisition.
- d. At least two (2) years of cost reimbursable and fixed price contracting experience.

4.8 Remediation Manager: The Contractor shall utilize a Remediation Manager who will manage labor, material, plant and equipment to complete remediation work on time, within budget, and as specified in the task order. The Remediation Manager shall have as a minimum, the following qualifications:

- a. A minimum of three (3) years working experience in hazardous waste site remediation.
- b. Working knowledge of applicable federal, state and local laws, regulations, and guidance.
- c. Formal education and training in scheduling, cost control and construction management.

5. CONTRACTOR QUALITY CONTROL (QC)

5.1 Execution General. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with governing regulations and the contract requirements. The system shall cover all remedial action operations, both on-site and off-site, and shall be keyed to the proposed remedial action sequence. Specific requirements will be included in individual task orders.

5.2 Quality Control Plan

5.2.1 General. The Contractor shall furnish for review by the USACE the Contractor Quality Control (QC) Plan to provide inspections, tests and controls necessary to achieve specified quality. The plan shall identify personnel, procedures, controls, instructions, tests, records, and forms to be used. The USACE will consider an interim plan for the first 30 days of operation. Operations will be permitted to begin only after acceptance of the QC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a QC Plan or another interim plan containing the additional features of work to be started.

5.2.2 Content of the QC Plan. The QC plan shall include, as a minimum, the following to cover all Remedial Action operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

5.2.2.1 A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the QC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the Project Manager or someone higher in the Contractor's organization. See also Paragraph titled: "CONTROL", below.

5.2.2.2 The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.

5.2.2.3 A copy of the letter to the CQC System Manager signed by an authorized official of the firm, which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work, which is not in compliance with the Contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters will also be furnished to the USACE.

5.2.2.4 Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents.

5.2.2.5 Control, verification and acceptance testing procedures for each specific test to include the test name, feature of work to be tested, test frequency, and person responsible for each test. (The Contracting Officer will approve Laboratory facilities.)

5.2.2.6 Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

5.2.2.7 Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

5.2.2.8 Reporting procedures, including proposed reporting formats.

5.2.2.9 A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. This list will be agreed upon during the coordination meeting.

5.2.3 Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of remedial action activities. Acceptance is conditional and will be predicated on satisfactory performance during all operations. The USACE reserves the right to require the Contractor to make changes in his QC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

5.2.4 Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Contracting Officer, in writing, a minimum of seven (7) calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

5.3 Coordination Meeting. Prior to acceptance by the USACE of the QC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the QC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the USACE's Quality Assurance. Minutes of the meeting will be prepared by the USACE and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the QC system or procedures that may require corrective action by the Contractor.

5.4 Quality Control Organization.

5.4.1 CQC System Manager. The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of QC and have the authority to act in all QC matters for the Contractor. This CQC System Manager shall be on the site at all times when on-site activities are being performed, will personally oversee quality control functions and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. Period of absence may not exceed two (2) weeks at any one time, and not more than 30 workdays during a calendar year. The requirements for the alternate will be the same as for the designated CQC System Manager.

5.4.2 QC Organizational Staffing. The Contractor shall provide a QC staff that shall be at the site at all times while work is underway, with complete authority to take any action necessary to ensure compliance with the contract.

5.4.2.1 QC Staff. Following are the minimum requirements for the QC staff. These minimum requirements will not necessarily assure an adequate staff to meet the QC requirements at all times. The actual strength of the QC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper QC organization, the Contractor shall add additional staff. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality control in accordance with contract requirements.

5.4.2.2 CQC System Manager. The CQC System Manager shall have quality control as a principal duty but may be assigned other duties when the level of activity does not warrant full time dedicated service, as determined by the Contracting Officer.

5.4.2.3 CQC System Manager Course Requirement. In addition to the experience and education requirements, and within ninety- (90) days of appointment, the CQC

System Manager shall have completed the course entitled "Construction Quality Management for Contractors".

5.4.2.4 Supplemental Personnel. The Contractor shall provide as part of the QC organization, whenever the complexity of the work warrants, specialized personnel for the following areas: geological, hydrogeological, chemical, safety, health, health physics, electrical, mechanical, civil, structural, environmental, and architectural. These personnel shall assist and report to the CQC System Manager. Each person will be responsible for assuring the activity complies with the contract requirements for their area of specialization. These individuals shall: be employed by the prime Contractor, be responsible only to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience to ensure contract compliance.

5.4.3 Organizational Changes. The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the QC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

5.5 Submittals. The QC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. The Contractor shall also be responsible for assuring that all certifications provided by others (e.g., equipment and material vendors or suppliers) are accurate and in compliance with contract requirements.

5.6 Control. Contractor Quality Control is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all operations, including both on-site and off-site activities, and will be keyed to the proposed work sequence. The controls, during remediation, shall include at least three phases of control to be conducted by the CQC System Manager for all definable features of work, as follows:

5.6.1 Preparatory Phase. This phase shall be performed prior to beginning work on each definable feature of work and shall include:

5.6.1.1 A review of each paragraph of applicable specifications.

5.6.1.2 A review of the Contract/Task Order plans.

5.6.1.3 A check to assure that all materials and/or equipment have been tested, submitted, and approved.

5.6.1.4 A check to assure that provisions have been made to provide required quality control inspection and testing.

5.6.1.5 Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

5.6.1.6 A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawing or submitted data, and are properly stored.

5.6.1.7 A review of the appropriate activity hazard analysis to assure safety requirements are met.

5.6.1.8 Discussion of procedures for conducting the work including elimination of repetitive deficiencies. Document tolerances and workmanship standards for that phase of work.

5.6.1.9 A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

5.6.1.10 The USACE shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the other QC personnel (as applicable), and the work leader responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract requirements.

5.6.2 Initial Phase. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

5.6.2.1 A check of preliminary work to ensure that it is in compliance with Contract and individual Task Order requirements. Review minutes of the preparatory meeting.

5.6.2.2 Verification of full contract compliance. Verify required control inspection and testing.

5.6.2.3 Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.

5.6.2.4 Resolve all differences.

5.6.2.5 Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

5.6.2.6 The USACE shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily QC report.

Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

5.6.2.7 The initial phase should be repeated for each new crew employed in the work, or any time acceptable specified quality standards are not being met.

5.6.3 Follow-Up Phase. Daily checks shall be performed to assure continuing compliance with contract requirements, including cost effectiveness, efficiency of operations, and control testing, until completion of the particular feature of work. Each check performed shall be made a matter of record in the QC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

5.6.4 Additional Preparatory and Initial Phases. Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the USACE if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

5.7 Material Tests. Requirements for Chemical Analysis associated with Chemical Contamination investigations and Remedial Activities are contained in paragraph titled: "CHEMICAL QUALITY CONTROL."

5.7.1 Testing Procedure. The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product that conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a USACE approved testing laboratory or establish a testing laboratory; approved by USACE, at the project site. Labs established on-site are subject to inspection and approval according to ER 1110-1-8100. A list of tests to be performed shall be furnished as a part of the QC plan. The list shall give the test name, frequency, authority requiring the test, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The Contractor shall perform the following activities and record and provide the following data:

5.7.1.1 Verify that testing procedures comply with contract requirements.

5.7.1.2 Verify that facilities and testing equipment are available and comply with testing standards.

5.7.1.3 Check test instrument calibration data against certified standards.

5.7.1.4 Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

5.7.1.5 Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control Report for the date taken. Location where tests were taken, the sequential control number identifying the test, and other pertinent information will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the

test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer.

5.7.2 Testing Laboratories.

5.7.2.1 Capability Check. The USACE reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

5.7.3 On-Site Laboratory. The USACE reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results.

5.7.4 Furnishing or Transportation of Samples for Testing. Samples of materials for test verification and acceptance testing by the USACE shall be delivered to the Materials Testing Center at the Waterways Experiment Station (WES). Coordination for each specific test, exact task location and dates will be made through the Corps' Area/Resident Office. Costs associated with transportation of samples will be reimbursed through standard billing procedures on the Task Orders. The Contractor is not to bill USACE separately from its Task Orders for transportation of materials for USACE testing.

5.8 Completion Inspection. At the completion of all work or any increment thereof established by a completion time stated in the Task Order, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items, which do not conform to the approved plans/specifications. Such a list of deficiencies shall be included in the QC documentation, as required by Paragraph titled: "DOCUMENTATION" below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the USACE. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work, or any particular increment thereof if the project is divided into increments by separate completion dates.

5.9 Documentation. The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

5.9.1 Contractor/subcontractor and their area of responsibility.

5.9.2 Operating plant/equipment with hours worked, idle, or down for repair.

5.9.3 Work performed today, giving location, description, and by whom. When a Network Analysis System (NAS) is used, identify each phase of work performed each day by NAS activity number.

5.9.4 Test and/or control activities performed with results and references to specifications/plan requirements. Identify activities performed in control of efficiency and cost effectiveness of operations. The control phase should be identified (Preparatory, Initial, and Follow-up). List deficiencies noted along with corrective action.

5.9.5 Material received with statement as to its acceptability and storage.

5.9.6 Identify submittals reviewed, with contract reference, by whom, and action taken.

5.9.7 Off-site surveillance activities, including actions taken.

5.9.8 Job safety evaluations stating what was checked, results and instructions or corrective actions.

5.9.9 List instructions given/received and conflicts in plans and/or specifications.

5.9.10 Contractor's verification statement.

5.9.11 These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records, in report form, shall be furnished to the Contracting Officer's Representative on the first work day following the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

5.9.12 The Contractor may be required to use an electronic system for tracking and annotating review comments.

5.10 Notification of Noncompliance. The Contracting Officer or his designated representative will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective

action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

5.11 Quality Control System (QCS). The contractor shall utilize the Government furnished CQC program module as described in APPENDIX B.

6. CHEMICAL QUALITY CONTROL

In addition to Contractor Quality Control Requirements as described in Paragraph “CONTRACTOR QUALITY CONTROL,” Chemical Quality Control requirements will be required for all chemical contamination investigation and remedial activities to assure that the analytical data obtained is of sufficient quality to meet the intended usages. Within this document Quality Control (QC) refers to the tests and other activities performed by the Contractor or Subcontractors to assure compliance and quality of work performed. Quality Assurance refers to activities performed by USACE personnel. In most cases the Contractor will be required to provide samples or to perform other activities to support the USACE’s QA effort. Quality Management refers to the combined QC/QA effort. Additional QC requirements for Contractor Quality Control may be identified in individual Task Orders. In general the requirements will be as follows:

6.1 Sampling and Analysis Plans (SAP). Various customers and/or regulators require various plans related to the measurements of chemical contamination. The contractor shall be in compliance with all federal, state and local laws and regulations. The USACE expects the Contractor to have a generic field sampling plan, and a generic quality assurance project plan (QAPP), stored electronically, that can be modified for individual Task Orders. The following guidance documents shall be used to prepare Sampling and Analysis Plans:

- USACE, EM 200-1-3, Requirements for Preparation of Sampling and Analysis Plans, Sept 1994.

Based on the negotiated statement of work, the Contractor shall provide an acceptable plan and shall include but not be limited to the following:

- 6.1.1 project quality objectives;
- 6.1.2 sampling and analysis organizations;
- 6.1.3 qualifications of chemical support staff;
- 6.1.4 sampling procedures;
- 6.1.5 equipment decontamination procedures;
- 6.1.6 quality control/quality assurance samples;

- 6.1.7 sample handling, labeling, and shipping;
- 6.1.8 chain of custody
- 6.1.9 field screening/analysis methods/procedures;
- 6.1.10 analytical methods/procedures;
- 6.1.11 analytical/statistical/control parameters;
- 6.1.12 calibration and maintenance of analytical equipment;
- 6.1.13 data analysis and reporting;
- 6.1.14 procedures for identifying the need for corrective actions and evaluation/documentation of effectiveness of corrective action;
- 6.1.15 data validation.

6.2 Laboratory Approval. USACE Contractor Laboratory Approval by the Contracting Officer is always required for environmental measurements. The Contractor shall notify the Contracting Officer as soon as the laboratory is identified. All laboratories should be validated by the USACE (reference: USACE EM 200-1-1, Validation of Analytical Chemistry Laboratories, 1 July 1994.) Additional validations may be required by regulators or other local and/or state agencies. Samples may not be subcontracted to other laboratories without the approval of the USACE and unless the second laboratory is validated for the parameters concerned. Laboratories are validated for each environmental matrix, and each specific analytical method to be employed.

6.3 Data Reporting. The USACE will require the Contractor to report data such that the project and Contractor's data quality can be evaluated. The contractor will generally be responsible for the reporting of all method quality control, sample quality control, and other quality control parameters. All reported sample results will be linked to all corresponding quality control elements. Specific criteria for the reanalysis of samples where specific quality control elements have failed the corresponding acceptance criteria is not met. Specific hard copy and electronic data formats may be required for different projects, based upon specific program requirements.

6.3.1 Method Quality Control. Method quality control consists of the analyses necessary for setting up for the sample analyses that are common to the same batch. This includes instrument tuning (for GC/MS analyses), calibration standards, blanks, laboratory control samples, spikes and duplicates.

6.3.2 Sample Quality Control. Sample quality controls are the criteria that are specific to each sample. For organic analyses, this includes internal standards, surrogate spikes,

and the identification and quantitation of target analytes and tentatively identified compounds. Inorganic sample quality control includes ICP serial dilutions, furnace AA duplicate injections and post-digestion spikes, and the identification and quantitation of target analytes.

6.3.3 Other Quality Control. Other Quality Control consists of additional analyses that are necessary to assess the field and laboratory procedures and to utilize the data. This includes container certification, field blanks, field replicates, detection limit determinations, precision and accuracy determinations, and performance evaluation sample analyses.

6.4 Daily Quality Control Report (DQCR). Field investigation activities shall be included in the Daily Quality Control Reports (DQCR's). Specific requirements of the DQCR's are defined in the paragraph "CONTRACTOR QUALITY CONTROL." On those days when sampling is being performed on site, the daily reports shall describe the samples taken, inspections performed, calibration procedures performed on field monitoring equipment, problems identified and corrective actions taken. A sample Daily Quality Control Report is attached at the end of section C.

6.5 Data Management. Electronic data reporting and management is required for this project. The Contractor shall have the capability to store and manage large volumes of data. Specific requirements will be included in individual Task Orders.

7. SAFETY AND HEALTH

The Offerors shall reference Appendix A for the minimum Contractor safety, health and emergency response requirements associated with this contract. The Offerors shall have an ongoing Safety and Health Program, meeting the most current requirements of Federal, State and local laws, regulations, and guidance.

8. ENVIRONMENTAL REQUIREMENTS

8.1 General. The Contractor shall be required to identify all appropriate laws, codes, regulations, and guidance and shall be required to perform all work in full compliance with applicable federal, state and local laws, codes, and regulations. The Contractor shall assure that all activities performed by his personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer or his designated representative by written notice. Nothing in this contract shall relieve the Contractor of his responsibility to comply with laws and regulations.

8.2 Permits. The Contractor shall investigate the requirements for and obtain Environmental Permits, Licenses, and/or Certificates necessary to accomplish the work specified in individual Task Orders.

9. TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS

9.1 General

9.1.1 Submittals

9.1.1.1 Record keeping. Information necessary to file State annual or EPA biennial reports for all hazardous waste transported, treated, stored, or disposed of under this contract shall be prepared by the Contractor for each Task Order. The Contractor shall not forward these data directly to the regulatory agency but to the Contracting Officer at the specified time. The submittal shall contain all the information necessary for filing of the formal reports in the form and format required by the governing Federal or state regulatory agency. A cover letter shall accompany the data to include the contract number, Contractor name, and project location.

9.1.1.2 Spill Response. In the event of a spill or release of a hazardous substance (as designated in 40 CFR 302), or pollutant or contaminant, or oil (as governed by the Oil Pollution Act (OPA), 33 U.S.C. 2701 et seq.), the Contractor shall notify the Contracting Officer immediately. If the spill exceeds a reporting threshold, the Contractor shall follow the pre-established procedures for immediate reporting to the Contracting Officer.

9.1.1.3 Exception Reports. In the event that a manifest copy documenting receipt of hazardous waste at the treatment, storage, and disposal facility is not received within 35 days of shipment initiation, the Contractor shall prepare and submit an exception report to the Contracting Officer within 37 days of shipment initiation.

9.1.1.4 Tabulated Waste Handling Information. The Contractor shall list all waste materials going off-site including the description, quantity, destination, purpose, the hazardous waste classification, when the waste was manifested, samples taken, results, transportation plans, disposal facility, etc; if applicable.

9.1.1.5 State Reporting Requirements. The Contractor shall determine the state reporting requirements (i.e. generator state and/or disposal state) and obtain current state reporting forms. A completed draft of all required forms, with applicable attachments, shall be submitted to the CO for approval prior to submission to the federal or state regulator.

9.1.1.6 Notices of Non-Compliance and Notices of Violation. Notices of non-compliance or notices of violation by a Federal, state, or local regulatory agency issued to the Contractor in relation to any work performed under this contract. The Contractor shall immediately provide copies of such notices to the Contracting Officer. The Contractor shall also furnish all relevant documents regarding the incident and any information requested by the Contracting Officer, and shall coordinate its response to the notice with the Contracting Officer or his designated representative prior to submission to the notifying authority. The Contractor shall also furnish a copy to the Contracting Officer of all documents submitted to the regulatory authority, including the final reply to the notice, and all other materials, until the matter is resolved.

9.1.2 Qualifications

9.1.2.1 Training. The Contractor's hazardous materials employees shall be trained, tested, and certified to safely and effectively carry out their assigned duties in accordance with Appendix B, SAFETY AND HEALTH. The Contractor's employees transporting hazardous materials or preparing hazardous materials for transportation shall be trained, tested, and certified in accordance with 49 CFR 172.

9.1.2.2 Certification. The Contractor and/or subcontractors transporting hazardous materials shall possess a current certificate of registration issued by the Research and Special Programs Administration (RSPA), U.S. Department of Transportation, when required by 49 CFR 107, Subpart G.

9.1.3 Laws and Regulations Requirements. Work shall meet or exceed the minimum requirements established by Federal, state, and local laws and regulations that are applicable. These requirements are amended frequently and the Contractor shall be responsible for complying with amendments, as they become effective. In the event that compliance exceeds the scope of work or conflicts with specific requirements of the contract, the Contractor shall notify the Contracting Officer immediately.

9.2 Products

9.2.1 Materials. The Contractor shall provide all of the materials required for the packaging, labeling, marking, placarding and transportation of hazardous wastes and hazardous materials in conformance with Department of Transportation standards.

9.3 Execution

9.3.1 The Contractor shall ensure the transportation, storage, treatment, and disposal of all hazardous materials complies with all federal, state, and local laws and regulations. The Contractor shall identify and perform any additional analyses necessary to ensure compliance with transportation, storage, treatment, and disposal requirements. Selection of the approved Treatment, Storage, or Disposal Facility (TSDF) shall be based upon cost-effectiveness, compliance status, regulatory agency input and Contracting Officer approval. If the waste is sent for off-site storage or disposal, the Contractor shall provide to the Contracting Officer at a minimum what is listed below.

9.3.1.1 Management Plan. The Contractor shall prepare a plan detailing the manner in which hazardous wastes shall be managed and describing the types and volumes of hazardous wastes anticipated to be managed as well as the management practices to be utilized. The plan shall identify the method to be used to ensure accurate piece counts and/or weights of shipments; shall identify waste minimization methods; shall propose facilities to be utilized for treatment, storage, and/or disposal; shall identify areas on-site where hazardous wastes are to be handled; shall identify whether transfer facilities are to be utilized; and if so, how the wastes will be tracked to ultimate disposal.

9.3.2 Description of Treatment, Storage, or Disposal (TSD) Facility and Transporter. The Contractor shall provide the Contracting Officer with EPA ID numbers, names, locations, and telephone numbers of TSD facilities and transporters. This information shall be contained in the Hazardous Waste Management Plan for approval prior to waste disposal.

9.3.2.1 Status of the Facility. Facilities receiving hazardous waste must be permitted in accordance with 40 CFR 270 or operating under interim status in accordance with 40 CFR 265 requirements or must be permitted by an authorized state program. Additionally, prior to using a TSD Facility, the Contractor shall contact the EPA Regional Off-site Coordinator specified in 40 CFR 300, Section .440, to determine the facility's status and document all information necessary to satisfy the requirements of the EPA OffSite policy and furnish this information to the Contracting Officer.

9.3.2.2 Packaging Certification. Prior to shipment of any hazardous material off-site, the Contractor's TDC shall provide written certification to the Contracting Officer that hazardous materials have been properly packaged, labeled, and marked in accordance with Department of Transportation and EPA requirements.

9.3.2.3 Transportation. Transportation to an approved TSDF shall comply with all appropriate DOT regulations. With each Task Order Proposal, the Contractor shall provide the name, location, point-of-contact, EPA identification, verification that the transporter is a licensed Hazardous Waste Transporter in accordance with DOT regulations, and Notice of Violation (N.O.V.) status.

9.3.2.4 Disposal of Hazardous Wastes. The Contractor shall ship hazardous wastes only to facilities that are properly permitted to accept the hazardous waste or operating under interim status. The Contractor shall propose TSD facilities via submission of the Hazardous Waste Management Plan, subject to the approval of the Contracting Officer.

9.3.3 Hazardous Materials Management. The Contractor, in consultation with the Contracting Officer, shall evaluate prior to shipment of any material off-site whether the material is regulated as a hazardous waste in addition to being regulated as a hazardous material; this shall be done for the purpose of determining proper shipping descriptions, marking requirements, etc.

9.3.3.1 Shipping Documents. The Contractor shall ensure that each shipment of hazardous material sent off-site is accompanied by properly completed shipping documents.

9.3.4 Waste Minimization. The Contractor shall minimize the generation of hazardous waste to the maximum extent practicable. The Contractor shall take all necessary precautions to avoid mixing clean and contaminated wastes.

9.3.5 Record keeping. The Contractor shall be responsible for maintaining adequate records to support information provided to the Contracting Officer regarding exception reports, annual reports, and biennial reports.

9.3.7 Spill Response. The Contractor shall respond to any spill of hazardous materials or hazardous waste that are in the custody or care of the Contractor pursuant to this contract. Any direction from the Contracting Officer concerning a spill or release shall not be considered a change under the contract. The Contractor shall comply with all applicable requirements of Federal, state, or local laws or regulations regarding any spill incident.

10. ENVIRONMENTAL PROTECTION

10.1 General. The Contractor shall perform all work in such a manner as to minimize the pollution of air, water or land and to control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. The Contractor shall furnish all labor, materials and equipment, and perform all work required for the protection of the environment during all operations except as specified in other divisions of these contract documents or in the individual Task Orders.

10.2 Pre-Removal Action Survey. Prior to start of any on-site activities, the Contractor and the Contracting Officer shall make a joint condition survey reviewing the condition of trees, shrubs and grassed areas immediately adjacent to the site of the work and adjacent to his assigned storage area and access route(s) as applicable. During this survey, the Contractor and the Contracting Officer shall confirm the existence and/or location of any wetlands, endangered species, special habitat or other protected areas.

10.3 Protection of Land Areas. Except for any work or storage areas and access routes specifically assigned for the use of the Contractor under this contract, the land areas outside the limits of the permanent work performed under this contract shall be preserved in their existing condition. The Contractor shall confine his site activities to areas defined for work on the plans or specifically assigned for his use. Storage and related areas and access routes required temporarily by the Contractor in performance of the work will be assigned by the Contracting Officer. No other areas shall be used by the Contractor without the written consent of the Contracting Officer.

10.4 Protection of Trees and Shrubs. The Contractor shall take all actions necessary to protect and prevent damage to all trees, shrubs and vegetation not identified for removal. No ropes, cables or guys shall be fastened to or attached to any nearby trees for anchorages.

10.4.1 Tree Protective Structures. Where, in the opinion of the Contracting Officer, trees may be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or operations, the Contracting Officer may direct that the Contractor provide protection of such trees by placing boards, planks, poles or fencing around them.

10.4.2 Restoration of Damaged Trees. Any tree scarred or damaged by the Contractor's negligence shall be restored as nearly as possible to its original condition at the Contractor's expense. All scars made on trees not designated on the plans for removal by the construction operations shall be coated as soon as possible with an approved tree wound dressing. Trees that are to remain, either within or outside established clearing limits, that are damaged by the Contractor's negligence so as to be beyond saving in the opinion of the Contracting Officer,

shall be immediately removed, if so directed, and replaced with a nursery-grown tree of the same species and size.

10.5 Protection of Water Resources. The Contractor shall control the transfer, use and disposal of fuels, oils and other harmful materials both on and off the site and shall comply with applicable federal, state, and local laws and regulations concerning pollution of air, water and soils while performing work under this contract. Special measures shall be taken to prevent sediment chemicals, fuels, oils or other harmful materials from entering public waters. Water used on-site shall not be allowed to leave the site untreated without the written approval of the Contracting Officer.

10.5.1 Run-On Controls. The Contractor shall take all reasonable precautions to prevent run-on from entering areas of the site where the water may be exposed to contaminated soils, water or waste. Such precautions may include grading, temporary dikes, sandbags or other actions as directed by the CO.

10.5.2 Runoff Controls. Appropriate controls shall be put in place by the Contractor to prevent or minimize rainfall from contact with hazardous materials stored on site. This would include activities such as covering piles of excavated material with plastic coverings, and securing the cover. Where practical, excavated areas shall be diked and covered to prevent rainfall and runoff from entering. In those areas where runoff may contain significant levels of contamination, such runoff shall be contained and collected to prevent it from leaving the site. This runoff shall be documented to be non-hazardous or it shall be treated and/or properly disposed.

10.5.3 Sediment Controls. Sediment that may or may not contain significant levels of contamination shall also be contained and collected to prevent it from leaving the site. Disposal requirements will depend on the nature and extent of contamination, but shall be approved by the Contracting Officer prior to final disposition.

10.5.4 Storm water Management. The Contractor shall comply with all federal, and/or state stormwater management regulations, including, but not limited to the National Pollutant Discharge Elimination System (NPDES) Program requirements.

10.6 Waste Disposal. Wastes generated under this contract will generally fall into one of two categories:

10.6.1 Solid Waste. Solid wastes shall be removed from the site by the Contractor and disposed of at a facility authorized by federal, state, and local laws and regulations to receive the waste. No wastes are to be burned, buried or otherwise left on-site without the written approval of the Contracting Officer.

10.6.2 EPA, DOT, And Other Regulated Materials. Regulated materials consist of a wide variety of materials originating at the site or used on the site. Examples may include drill cuttings; water from well development, sampling, or decontamination; as well as solid and liquid wastes. All wastes shall conform to the requirements detailed in Paragraph titled: "TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS".

10.7 Burning. Materials shall not be burned on site without the written authorization of the CO. If the Contractor elects to dispose of the uncontaminated waste materials off-site by burning, he shall make his own arrangements for such burning area and shall, as specified in CONTRACT CLAUSE: "Permits and Responsibilities", conform to all local regulations.

10.8 Dust Control. The Contractor shall maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas and all work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance. Approved temporary methods consisting of sprinkling, chemical treatment, or similar methods may be permitted to control dust. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. Air monitoring for documentation and for establishment of action levels may be required.

10.9 Spill Control. The Contractor shall prevent spills and provide contingency measures for cleanup of potential spills during performance of this contract. The Contractor shall:

10.9.1 Take adequate measures to prevent spills during excavation, handling, packing, transportation, storage or other operations performed during this contract.

10.9.2 Provide all emergency measures required to contain any spillage and to remove all materials that become contaminated due to spillage. If the spill is due to the negligence of the Contractor, then all cleanup costs shall be paid by the Contractor at no cost to the USACE.

10.9.3 Provide all decontamination measures required as a result of the removal of spilled materials. Decontamination residues shall be properly disposed of as directed by the Contracting Officer.

10.9.4 At a minimum, the following emergency procedures shall be performed by the Contractor if a spill occurs:

10.9.4.1 Immediately (within 1 hour) notify the Contracting Officer who will contact the National Response Center.

10.9.4.2 Take immediate measures, utilizing properly protected personnel, to control and contain the spill.

10.9.4.3 Isolate the hazardous area and keep all unnecessary personnel out of the area.

10.9.4.4 Stay upwind and stay out of low areas.

10.9.4.5 Keep combustibles away from the spill material.

10.9.4.6 Use water spray or other approved methods, if appropriate, to reduce vapors, gases and/or dust emissions.

10.10 Corrective Action. The Contractor shall, upon receipt of a written notice of noncompliance with any of the aforementioned provisions, take immediate corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time or effort lost due to any such stop orders shall be reimbursable under this contract nor shall it be made the subject of a claim for extension of time or for excess costs of damages by the Contractor unless it was later determined that the Contractor was in compliance.

10.11 Post-Site Activities Cleanup or Obligation. The Contractor shall, unless otherwise directed in writing by the Contracting Officer, obliterate all signs of temporary facilities such as haul roads, work areas, decon areas, structures, foundations for temporary structures, stockpiles of excess or waste materials and other vestiges of site operations prior to final acceptance of the work. The disturbed areas shall be returned to its previous state.

11. PHYSICAL SECURITY

11.1 General. The Contractor shall provide site security (e.g. fencing or guard service) as required by each individual Task Order. However, at a minimum, the Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area.

11.2 Implementation. During development of the statement of work for each Task Order, authorized representatives of the Contractor and the Contracting Officer shall communicate with persons familiar with the site and, if necessary, visit the site. Determination will be made regarding the security considerations relevant to the specific site. These requirements will then be reflected in the statement of work. If additional requirements are identified during execution of the Task Order, the Contractor shall, at the request of the Contracting Officer, implement the additional requirements and adjust Task Order accordingly.

12. PRESERVATION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

12.1 Known historical, archaeological and cultural resources within the contractor's work area will be designated. The contractor shall install protection for these resources and shall be responsible for their preservation during the contract.

12.2 If, during construction activities, the contractor observes items that might have historical or archaeological value, such observations shall be reported immediately to the Contracting Officer. The appropriate authorities will be notified and a determination made as to their significance, and what special disposition of the finds should be made, if any. The contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from trespassing on, removing or otherwise damaging such resources.

13. INTERRUPTIONS TO UTILITY SERVICES. Unless specifically stated otherwise by the individual task order, a schedule showing the approximate times of interruptions of utility

services and roads shall be submitted approximately 30 days in advance of interrupting services to make connections. Where it is necessary to interrupt services to make connections and the period of interruption will last more than 2 hours, the connections shall be performed on Saturday or Sunday, unless otherwise approved by the Contracting Officer. Final arrangements shall be made with the Contracting Officer at least 72 hours in advance of the scheduled times of interruptions.

14. UNEXPECTED HAZARDOUS SUBSTANCES. In the event that unidentified suspected hazardous substances are revealed during construction activities, all such construction activities in the immediate area shall be immediately suspended. Hazardous substances for purposes of this specification only, shall be defined as CERCLA hazardous substances, infectious or radioactive wastes, asbestos or oil. The Contractor shall leave the materials undisturbed and shall immediately report the find to the Contracting Officer's Representative (COR) so that proper authorities can be notified. The Contractor shall not resume construction activities in the vicinity of the suspected hazardous substances until written clearance is received from the COR. Identification and removal of any such materials will be conducted in accordance with all Federal, state and local environmental laws and regulations according to the CONTRACT CLAUSE titled "Differing Site Conditions."

Appendix A

SAFETY AND HEALTH

1 SAFETY AND HEALTH

The most important consideration to be regarded throughout all activities is the safety and health of affected on-site personnel, potential off-site receptors, and the protection of the environment. Accordingly, detailed safety and health criteria, practices, and procedures shall be developed and implemented to provide proper control of and protection against the unique safety, chemical, physical, and biological hazards. This subsection describes in general terms, the minimum Contractor safety, health and emergency response requirements associated with this contract.

The Contractor shall have an ongoing Safety and Health Program (SHP) meeting the most current requirements of federal, state, and local laws, regulations, and guidance. In addition, the Contractor shall prepare, implement, and enforce, an Accident Prevention Plan (APP)/Site Safety and Health Plan (APP/SSHP) for all site work performed under this contract. Once a site wide APP/SSHP is written, additional sections may be written as addenda to the site wide APP/SSHP. The Contractor shall ensure that all safety and health provisions are followed by their subcontractors, suppliers and support personnel.

1.1 DEVELOPMENT AND IMPLEMENTATION OF THE SAFETY AND HEALTH PROGRAM: When required for individual task orders, the Contractor shall prepare a written APP/SSHP, or addendum, as appropriate. The Contractor shall review all information provided and develop the necessary documents which contain the health and safety criteria, procedures, and practices sufficient to protect on-site personnel, the environment, and potential off-site receptors from chemical, physical, and biological hazards. The Contractor shall utilize the services of qualified personnel, as defined in Appendix C of ER 385-1-92, and this subsection, to oversee the development and implementation of required safety and health documents.

1.2 REFERENCES:

- a. United States Army Corps of Engineers (USACE), *Safety and Health Requirements Manual*, EM 385-1-1, 3 November 2003
- b. USACE, *Safety and Occupational Health Document Requirements for Hazardous, Toxic, and Radioactive Waste (HTRW)*, ER 385-1-92, September 1, 2000
- c. USACE, *Safety and Health Requirements for Ordnance and Explosives (OE) Operations*, ER 385-1-95, 30 Sept 03 (errata #1)

- d. Occupational Safety and Health Administration (OSHA) Standards 29 CFR 1910, *Occupational Safety and Health Standards*
- e. Occupational Safety and Health Administration (OSHA) Standards 29 CFR 1926, *Safety and Health Regulations for Construction*
- f. Federal Acquisition Regulation, F.A.R. Clause 52.236-13: Accident Prevention
- g. NIOSH/OSHA/USCG/EPA, Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, October 1985
- h. EPA, "Standard Operating Safety Guides", July 1988
- i. American Conference of Governmental Industrial Hygienists (ACGIH), "Threshold Limit Values and Biological Exposure Indices" for (1997 - 1998)
- j. U.S. Department of Transportation (DOT) 49 CFR 171 and 172
- k. Other State, local, and regional safety and health requirements

1.3 DEFINITIONS: The following definitions are provided to help the offeror to fully understand the various requirements of this SHP.

- a. *Accident Prevention Plan (APP)*. A written plan which describes work to be performed and measures to be taken to control hazards associated with materials, services, or equipment. The APP includes appropriate appendices (e.g. SSHP for hazardous waste operations, Lead Compliance Plan when working with lead, Asbestos Hazard Abatement Plan when working with Asbestos). The plan shall address each of the elements/sub-elements in the outlined contained in EM 385-1-1, Appendix A and in the order in that they are provided in the manual. In addition the plan shall comply with the items outlined in EM 385-1-1, 01.A.11, 28.B.01, and Appendix A).
- b. *Activity Hazard Analysis*. A written form which defines the activities to be performed and identifies the sequence of work, the specific hazards anticipated, and the control measures to be implemented. The format shall be in accordance with EM 385-1-1 (Figure 1-1).
- c. *Emergency Response Plan*. A written plan, which becomes part of the SSHP, to handle anticipated emergencies.
- d. *Safety and Health Program (SHP)*. A written safety and health program which describes general occupational safety and health requirements.

- e. *Site Safety and Health Plan (SSHP)*. Hazardous waste cleanup operations require the development and implementation of a SSHP that shall be attached to the APP as an Appendix (APP/SSHP). The SSHP is a written plan, which addresses all occupational safety and health hazards associated with site cleanup operations and describes the site-specific methods by which personnel will meet the safety and health requirements. A site wide SSHP shall be developed.
- f. *Site Safety and Health Plan Addendum (SSHPA)*. A written addendum to the site wide SSHP which describes task order-specific safety and health requirements.

1.4 DOCUMENTS: The following safety and health documents are required for all activities:

- a. Safety and Health Program (SHP).
- b. Accident Prevention Plan (APP)(site wide), a Site Safety and Health Plan(s) (SSHP) and Site Safety and Health Plan Addenda (SSHPAs). The Activity Hazard Analyses, and Emergency Response and Contingency Plan shall be attached to and become part of the APP/SSHP.

1.5 SAFETY AND HEALTH PROGRAM (SHP): All Contractors and subcontractors performing on-site hazardous waste activities are required to develop and implement a written Safety and Health Program (general safety and health program elements), in compliance with the requirements of OSHA standard 29 CFR 1926.65 (b)(1) through (b)(4). The selected Contractor shall provide its SHP, which will be filed with the Corps of Engineers, New England District for the duration of the contract. Safety and health programs and plans, and standard operating procedures (SOPs) applicable to hazardous waste operations include, but not limited to, the following elements: (1) an organizational structure, (2) the safety and health training program, (3) the medical surveillance program, (4) rules regarding access to employee exposure and medical records, (5) employee emergency plans and fire prevention plans, (6) respiratory protection program, (7) personal protection equipment program, (8) hazard communication program, (9) lockout-tagout program, (10) excavation and trenching procedures, (11) drilling SOP, (12) hot work permits SOP, (13) blood borne pathogens exposure control plan, (14) hearing conservation program, (15) heat/cold stress program, (16) permit-required confined space program, (17) emergency response plan, (18) decontamination procedures, (19) spill containment program, (20) underground storage tank removal SOP, (21) drum/container handling procedures, (22) guarding of machinery and equipment program, (23) fall protection procedures, (24) illumination requirements, (25) sanitation requirements, (26) safety and health signs and labels, (27) air monitoring program (personal, area, site, ambient air), (28) a HTRW policy statement, (29) alcohol and drug abuse program, (30) procedure for the development of a APP/SSHP, (31) cleanup of bird excrement and amplified fungal growth SOP. Any portions of the general SHP that are referenced in the Accident Prevention Plan/Site Safety and Health Plan shall become part of the APP/SSHP.

1.6 ACCIDENT PREVENTION PLAN/SITE SAFETY AND HEALTH PLAN (SSHP):

The Contractor shall prepare a SSHP containing detailed site specific safety and health elements as described in this subsection for each site. The APP/SSHP shall be designed to identify, evaluate, and control safety and health hazards, and provide for emergency response. All subcontractors shall comply with the Contractor's APP/SSHP. The APP/SSHP shall be developed, approved and implemented by a Certified Industrial Hygienist (CIH) and shall comply with all Federal, state, regional and local health and safety requirements. Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution. The APP/SSHP shall be kept on site and incorporate the elements contained in Appendix B of ER 385-1-92 and as amplified in this subsection. Some requirements of this section are not intended to dictate site operations and procedures for safety and health, but to specify what information pertaining to the Contractor's safety and health program is required to be presented in the submittal. Where a specific element is not applicable, the Contractor shall make negative declaration in the plan to establish that adequate consideration was given the topic, and a brief justification for its omission. The CIH, Site Superintendent/Competent Person, Project Manager, and Site Safety Officer shall sign and date the APP/SSHP. Daily safety and health inspections shall be conducted to determine if site operations are conducted in accordance with the approved APP/SSHP, OSHA, USACE, and contract requirements. The Contractor shall correct any deficiencies. The APP/SSHP shall address the safety and health hazards of each phase of site operation. Details about some activities may not be available when the initial APP/SSHP is prepared and submitted. Therefore, the APP/SSHP shall address, in as much detail as possible, all anticipated tasks, their related hazards and anticipated control measures.

Further details shall be included in the activity hazard analyses. The APP/SSHP shall be updated as needed (by addenda) to reflect changes in conditions and increased knowledge of the site.

1.6.1 Acceptance and Modification: The APP/SSHP shall be submitted to the Contracting Officer (CO) for review prior to on-site activities. The CO will review the APP/SSHP to determine if it meets the intent of the safety and health requirements specified. Deficiencies will be brought to the attention of the Contractor, and the Contractor shall revise the APP/SSHP to correct the deficiencies. The Contractor shall not perform any on-site work until the APP/SSHP is accepted by the CO, and the Contractor is in full compliance with its terms. Changes and modifications to the APP/SSHP shall be made by the Contractor's CIH with the concurrence of the CO. All hazardous waste operations shall be performed according to the approved APP/SSHP. Any violations of the provisions of the APP/SSHP shall be cause for stopping all affected work until the matter has been corrected. The APP/SSHP shall have an expiration date of one year from date of approval. Annually, the Contractor shall reissue the APP/SSHP, incorporating any addenda in a new document.

1.6.2 Site Safety and Health Plan Elements: The Contractor shall prepare a written APP/SSHP, or APP/SSHPA as appropriate. As a minimum, the APP/SSHP shall contain the following elements of ER 385-1-92 and as amplified in this subsection.

1.6.2.1 Site Description and Contamination Characterization: The Contractor shall describe the site location, topography, approximate size, and the past uses of the site. Furthermore, the Contractor shall compile a complete list of the contaminants found or know to be present in site

areas to be impacted by work performed. Compilation of this listing shall be based on results of previous studies or, if not available, select the likely contaminants based on site history and prior site uses/activities.

1.6.2.2 Hazard Assessment and Risk Analysis: The Contractor shall provide a complete description of the work to be performed. The Contractor shall identify the chemical, physical, biological, and safety hazards that may be encountered for each task. Each task is to be discussed separately. A table showing all hazards anticipated on-site along with chemical names, concentration ranges, media in which found, locations on-site, estimated quantities/volumes, the applicable OSHA regulatory standards (PEL's - TWA, STEL, and ceiling concentrations, and skin designation), the most current American Conference of Governmental Industrial Hygienist (ACGIH) Threshold Limit Values (TLV's) and NIOSH recommended exposure levels (REL's), ionization potential, cancer designation (e.g., Prop 65 identification), routes and sources of exposure, and physical and toxicological properties shall be provided. Selection of chemicals as indicators of hazard shall be based on media concentrations, toxicity, volatility, or potential for air entrainment at hazardous levels, and frequency of detection. The Contractor shall specify and justify action levels based upon airborne exposure concentrations and direct skin contact potentials for upgrades and/or downgrades in personal protective equipment levels, implementation of engineering controls and work practice controls, emergency evacuation of onsite personnel, and for the prevention and/or minimization of public exposure to hazards created by onsite activities. The Contractor shall evaluate exposure to hazardous substances brought on site for the execution of site activities; the potential for injuries from site conditions and activities (e.g., excavation, slips, trips, and falls, electricity, equipment and machinery, etc.); potential for injury from physical agents (e.g., noise, heat and cold stress, vibration, solar radiation, etc); the potential for illness due to biological agents (e.g., poisonous plants, animals, insects, microorganisms, etc.).

1.6.2.3 Staff Organization, Qualification, and Responsibility: Each person assigned specific safety and health responsibilities shall be identified, and their qualifications and experience documented by resume in the APP/SSHP. The organizational structure, with lines of authority and overall responsibilities for safety and health of the Contractor and all subcontractors shall be discussed. An organizational chart showing the lines of authority for safety shall be provided. The Contractor shall obtain the Contracting Officers acceptance before replacing any member of the safety and health staff. The request shall include the name and qualifications of each proposed replacement.

1.6.2.3.1 Remediation Manager: The Contractor shall provide evidence that the Contractor's full-time onsite Remediation Manager is designated as, and is qualified to be a competent person through training in accordance with 29 CFR 1926.32 and 29 CFR 1926.65. The Remediation Manager shall be experienced in the administration and supervision of hazardous waste projects, including work practices, investigative methods, protective measures for personnel, inspection of work areas, generated waste containment and disposal procedures, decontamination units installation and maintenance requirements, and site safety and health requirements. This designated onsite manager shall be responsible for compliance with applicable Federal, state and local requirements, and the Contractor's APP/SSHP. The Contractor shall submit evidence that this person has a minimum of 3 years on-the-job hazardous waste operations supervisory experience.

1.6.2.3.2 Certified Industrial Hygienist (CIH): The Contractor shall utilize the services of an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH) to oversee development and provide final approval of the Contractor's APP/SSHP. The CIH shall also perform initial site-specific training, direct air monitoring and assist the Contractor's superintendent in implementing and ensuring safety and health requirements are complied with during the performance of all work. The CIH shall visit the site at least once per month during construction activities or as specified in the individual delivery order and be available for emergencies, and on a weekly basis, review results of air monitoring and accident reports. The CIH shall have a minimum of 3 years of comprehensive experience in planning and overseeing hazardous waste activities.

1.6.2.3.3 Site Safety and Health Officer (SSHO): It is not anticipated that the CIH will be on-site continuously throughout the course of the project. Day-to-day industrial hygiene and safety support, including air monitoring, training, daily site safety inspections, shall be provided by a designated SSHO who shall report directly to the CIH. The SSHO shall have a minimum of 2 years working experience in hazardous waste activities, the chemical industry and/or chemical waste disposal industry where EPA Level C and B personal protective equipment had been used, a sound working knowledge of Federal and state occupational safety and health regulations, and training in air monitoring practices and techniques. The SSHO shall have training equivalent to EM 385-1-1 Section 6.E.02. The SSHO shall be assigned to the site at all times when hazardous waste operations are being performed. The SSHO shall have authority to stop work. If the Contractor's operations are performed during more than one work shift per day, a SSHO shall be present for each shift.

1.6.2.3.4 Occupational Physician: The Contractor shall utilize the services of a licensed physician who is certified in occupational medicine by the American Board of Preventative Medicine, or who, by necessary training and experience is Board eligible to manage the medical surveillance program. The Physician shall have extensive experience in the occupational health area and be familiar with the scope of this contract. The Physician shall be responsible for developing and implementing a medical monitoring program in compliance with 29 CFR 1926.65, 29 CFR 1926.62, and 29 CFR 1926.1101.

1.6.2.3.5 Safety and Health Technician: A Safety and Health Technician shall be provided when requested by the SSHO with concurrence of the Contractor's CIH and approval of the COR for each work crew in the Exclusion Zone (EZ). One person, designated as a safety and health technician, shall perform activities such as air monitoring, decontamination and safety oversight on behalf of the SSHO. Technicians performing general safety functions shall have training and experience similar to the SSHO and commensurate with the site hazards. The technician is not necessary if the SSHO performs these functions.

1.6.2.3.6 Persons Trained in First Aid/CPR: The Contractor shall maintain on-site any time hazardous waste operations are conducted at least two persons who are currently trained in first aid and CPR by the American Red Cross or other agency. These persons shall also meet the training requirements specified by the Blood Borne Pathogens standard, 29 CFR

1910.1030. These persons may perform other duties but must be immediately available to render first aid when needed. The names and documentation of training shall be provided.

1.6.2.3.7 Testing Laboratory: The Contractor shall provide the name, address and telephone number of each testing laboratory selected to perform the occupational sample analyses and report the results. Written verification of the following criteria, signed by the Testing Laboratory principal and the Contractor shall be submitted:

1) The laboratory is proficient to conduct personnel, area, and environmental analysis for organic and inorganic chemicals. The laboratory shall be fully equipped to provide the required NIOSH, OSHA, and EPA analyses; 2) The laboratory is currently participating in the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) Program and is certified by AIHA for the analytical parameters required for the personnel monitoring; 3) The personnel dosimetry laboratory will hold current accreditation by the National Voluntary Laboratory Accreditation Program (NVLAP). Laboratories analyzing environmental media shall be validated by or be capable of being validated by the US Army Corps of Engineers. The requirements of this paragraph may require the contractor to have more than one laboratory.

1.6.2.4 Chemical Information and Material Safety Data Sheets: Prior to the commencement of work, all available information concerning the chemical, physical, and toxicologic properties of each substance known or expected to be present on site shall be made available to the affected employees. Material Safety Data Sheets are required for chemicals brought onsite. This information shall also be included in the APP/SSHP.

1.6.2.5 Accident Prevention: Daily safety and health inspections shall be conducted to determine if site operations are in accordance with the approved APP/SSHP, OSHA, USACE, and contract requirements. In the event of an accident or incident, the Contractor shall immediately notify the CO or his designated representative. Within two working days of any reportable accident/injury/illness, the Contractor shall complete and submit to the CO, or his designated representative, an Accident Report on ENG Form 3394 in accordance with AR 385-40 and USACE Supplements to that regulation.

1.6.2.6 Training: Personnel shall receive training in accordance with the Contractor's written safety and health training program and 29 CFR 1910 Section .120, 29 CFR 1926 Section .65, and 29 CFR 1926 Section .21. Although OSHA regulations (29 CFR 1910.120 and 1926.65) permit varying levels of training based on employee responsibility and exposure potential, the Contractor shall provide training to include: (a) initial, for all personnel (forty hours of formal off-site hazardous waste activity training, and three days field experience under the direct supervision of a trained experienced supervisor), (b) supervisory (an additional eight hours supervisory training for supervisory personnel), (c) site specific, and (d) refresher training. Worker courses taken more than one year prior to commencement of work are acceptable provided that the individual has successfully completed the annual refresher training. All persons entering an exclusion or contamination reduction zone shall be given a pre-entry site safety and health briefing. The content, duration, and frequency, of training required for that person shall be described and verified. The Contractor shall append copies of training certificates for its employees to the APP/SSHP.

1.6.2.7 Personal Protective Equipment: A written Personal Protective Equipment (PPE) Program shall be provided in the APP/SSHP. The program shall address all the elements of 29 CFR 1926.65(g)(5), 29 CFR 1910.132 and 29 CFR 1910.134. The Contractor shall specify minimum PPE ensembles (including respirators) necessary for each task/operation based on the hazard assessment/risk analysis, including potential heat stress and associated safety hazards. The plan shall include specific types and materials for protective clothing and respiratory protection. The plan shall establish and justify upgrade/downgrade/evacuation criteria based upon the action levels established. Site workers must have a current medical "fit-for-duty" clearance to use respiratory and other PPE.

1.6.2.8 Medical Surveillance: All personnel performing on-site activities shall participate in an ongoing medical surveillance program meeting the requirements of 29 CFR 1926.65, and ANSI Z-88.2. The medical examination protocols and results shall be overseen by a licensed physician who is certified in Occupational Medicine by the American Board of Preventive Medicine, or who by necessary training and experience is board eligible. Minimum specific exam content and frequency based on probable site conditions; potential occupational exposures and required protective equipment shall be provided. Certification of employees' participation in the medical surveillance program and the written opinion from the attending physician shall be appended to the APP/SSHP.

1.6.2.9 Chemical Exposure Monitoring/Air Sampling: An air sampling/monitoring program shall be developed where it has been determined that there may be potential employee exposures to and/or off-site migration of hazardous concentrations of airborne substances. Appropriate direct-reading (real-time) air monitoring and time-integrated (time-weighted average (TWA) air sampling shall be conducted in accordance with applicable regulations (OSHA, EPA, NRC, State). Air monitoring and air sampling must accurately represent concentrations of airborne contaminants encountered on, and leaving, the site.

1.6.2.10 Heat/Cold Stress Monitoring: Heat/cold stress monitoring programs shall be developed in accordance with guidelines published in the latest version of the *American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLVs) and Biological Exposure Indices (BEIs)* and the *NIOSH/OSHA/USCG/EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities* and implemented as conditions warrant.

1.6.2.11 Standard Operating Safety Procedures (SOPs), Engineering Controls and Work Practices: The Contractor shall use a combination of engineering controls, written work practices and SOPs and personal protective equipment to minimize employee exposure to chemical, physical and biological hazards. Engineering controls will take precedence over other control means where possible. The Contractor shall establish SOPs and work practices for high hazard activities (confined spaces, hot work, lockout/tagout, fall protection, drum sampling/handling, excavation, electrical work, etc.) that employees will follow when engineering controls are not feasible, will require time to install or cannot reduce the risk to acceptable levels for employees,. SOPs and work practices shall be included in the APP/SSHP.

1.6.2.12 Site Control Measures: The Contractor will establish work zones and access points, based upon contaminant characterization, to control migration of site contaminants to non-contaminated areas and to restrict access to controlled areas. Work zones and access points will be delineated on a site map. On sites where ionizing radiation or radioactive material may be encountered, designated restricted areas as defined in 10 CFR 20 shall be delineated. The Contractor shall also detail the on-site and off-site communications to be used and the additional site security measures, which will be taken to control site access.

1.6.2.13 Personal Hygiene and Decontamination: A detailed personal hygiene and decontamination section identifying facilities, facility locations, decontamination procedures, supplies responsibilities and any necessary methods to determine adequacy of decontamination shall be included in the APP/SSHP. The level of decontamination shall be based on the concentration of contaminants, activities being performed and risk to personnel.

1.6.2.14 Equipment Decontamination: The APP/SSHP shall specify necessary facilities, equipment and their location and provide detailed procedures, frequencies, supplies, materials for decontamination, and the methods to determine adequacy of decontamination of equipment used on-site. For sites where radioactive contamination is present, include levels of removable and fixed concentrations acceptable for release from the exclusion zone.

1.6.2.15 Emergency Equipment and First Aid Requirements: The Contractor shall determine and identify the emergency equipment and first aid requirements for the project. This section shall identify the location of first aid supplies and emergency equipment (eyewashes, quantity, size and type of fire extinguishers, spill control materials etc.), identify persons trained in first aid/CPR, and standard operating procedures for emergencies and training requirements for persons assigned to function in emergency roles.

1.6.2.16 Emergency Response and Contingency Procedures: A separate addendum, Emergency Response Plan, which complies with 29 CFR 1910.120(1)/29 CFR 1926.65(1) shall be developed. The Plan shall identify key site personnel roles in the event of an emergency, lines of authority and emergency communications, criteria for site evacuation, evacuation routes, safe distances, emergency notification list, emergency decontamination and medical treatment procedures, criteria for alerting the community, and route maps to nearest emergency medical facility. The Plan shall be coordinated with local emergency responders (fire, police, EMT and emergency medical personnel). Mock exercises shall be periodically conducted with the local responders. Exercises shall be critiqued and identified problem areas re-addressed.

1.6.2.17 Logs, Reports, and Record Keeping: The following logs, reports, and records shall be developed, retained, and submitted to the Contracting Officer: (1) training logs (site specific, radiological and visitor); (2) daily safety inspection logs; (3) equipment maintenance logs; (4) employee/visitor register; (5) all environmental and personal exposure monitoring/sampling results. For work involving exposure to radiation the following additional records shall be developed, retained, and submitted: (1) records of radiation surveys, monitoring, and disposal as per 10 CFR 20, subpart L; (2) reports of loss of licensed material as per 10 CFR 20.402; (3) notification of incidents as per 10 CFR 20 subpart M; (4) reports of overexposure and

excessive levels of concentrations as per 10 CFR 20.405; (5) notification and reports to individuals as per 10 CFR 20.409.

1.7 ACCIDENT PREVENTION PLAN: The APP/SSHP may serve as the Accident Prevention Plan provided it addresses all content requirements of 29 CFR 1926.65, EM 385-1-1 (01.A.07, 28.B.01, and Appendix A). The Accident Prevention Plan elements required by EM 385-1-1 but not specifically covered in the APP/SSHP shall be addressed in this section. The Accident Prevention Plan shall be attached to and become part of the APP/SSHP.

1.8 ACTIVITY HAZARD ANALYSES: The Contractor shall prepare an Activity Hazard Analysis for each phase of work. The format shall be in accordance with EM 385-1-1 (Figure 1-1). The analysis shall define the activities to be performed and identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the activity hazard analysis has been accepted and a preparatory meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activities, including the government onsite representatives. The activity hazard analyses shall be continuously reviewed and when appropriate modified to address changing site conditions or operations, with the concurrence of the CIH, the Site Superintendent, and the CO. Activity hazard analyses shall be attached to and become a part of the APP/SSHP.

END OF SECTION

APPENDIX B
(01312A)
QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of task order under this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", PROJECT SCHEDULE, APPENDIX C, SUBMITTAL PROCEDURES, APPENDIX D, and CONTRACTOR QUALITY CONTROL, SECTION C, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 500 MHz Pentium or higher processor

128+ MB RAM for workstation / 256+ MB RAM for server

1 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader, 8x speed or higher

SVGA or higher resolution monitor (1024 x 768, 256 colors)

Mouse or other pointing device

Windows compatible printer (Laser printer must have 4+ MB of RAM)

Connection to the Internet, minimum 56 BPS

Software

MS Windows 98, ME, NT, or 2000

Word Processing software compatible with MS Word 97 or newer

Latest version of : Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail), MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The Contractor shall make available appropriate personnel for a 4-hour training session.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, submittals. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests (Firm Fixed Price Task Orders)

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Paragraph 5, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Paragraph 5, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial quality control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Contractor shall manage all submittals as described in APPENDEX C, Submittal Procedures. The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or APENDIX C, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see APENDIX C, PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request (FFP Task Orders). As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions.

The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section --

APPENDIX C
(01320A)
PROJECT SCHEDULE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE) **ER 1-1-11**
(1995) Progress, Schedules, and Network Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 LIMITATIONS

2.1 COST REIMBURSABLE TASK ORDERS

This section also covers schedule requirements for Firm Fixed Price (FFP) task orders. All references relating to progress payments do not apply to cost reimbursable task orders. Rather, for cost-type task orders the schedule will be used to manage the work, coordinate the work performance by project team members, and to monitor actual versus actual work performance.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

A Project Schedule as described below shall be prepared. The scheduling of construction design and construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT (Firm Fixed Price Task Orders)

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.1.1 Bar Charts

For less complex task orders with short durations the progress chart shall be in the form of a bar chart. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale. The Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project.

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Design and Permit Activities

Design and permitting activities, including necessary conferences and follow-up actions and design package submission dates, shall be integrated into the schedule.

3.3.2.3 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.4 Critical Activities

The following activities shall be listed as separate line activities on the Contractor's project schedule:

- a. Submission and approval of mechanical/electrical layout drawings.
- b. Submission and approval of O & M manuals.
- c. Submission and approval of as-built drawings.
- d. Submission and approval of installed equipment lists.
- e. Submission and approval of testing and air balance (TAB).
- f. Submission of TAB specialist design review report.
- g. Submission and approval of fire protection specialist.
- h. Submission and approval of testing and balancing of HVAC plus commissioning plans and data.
- i. Air and water balance dates.

- j. HVAC commissioning dates.
- k. Controls testing plan.
- l. Controls testing.
- m. Performance Verification testing.
- n. Other systems testing, if required.
- o. Prefinal inspection.
- p. Correction of punchlist from prefinal inspection.
- q. Final inspection.

3.3.2.5 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, approvals, design reviews, environmental permit approvals by State regulators, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.6 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.7 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.8 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.9 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the CLIN (Contract Line Item Number).

3.3.2.10 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.11 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, designs, design package submissions design reviews, review conferences, permits, submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.12 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule shall be submitted for approval with the draft work plan.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted with the final work plan. The schedule shall provide a reasonable sequence of activities, which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in [ER 1-1-11](#), Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in [ER 1-1-11](#), Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, under the MS-DOS Version 5 or 6.x, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity-by-activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed.

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

-- End of Section --

APPENDIX D
(01330)
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Government-Furnished Information

Submittal register will be delivered to the contractor, by contracting officer in electronic format as part of the contract/task order QCS database. Register will have the following fields completed, to the extent that will be required by the Government during subsequent usage.

1.2 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

SD-03 Product Data

SD-04 Samples

SD-06 Test Reports

SD-07 Certificates

SD-10 Operation and Maintenance Data

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved

by the Contracting Officer, no re-submittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.6 GENERAL

The Contractor shall make submittals as required by the specifications/scope of work. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.7 SUBMITTAL REGISTER

The Contractor shall maintain a submittal register for the project in accordance with Section **01312A** QUALITY CONTROL SYSTEM (QCS). The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall track all submittals.

1.8 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 21 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.9 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the QCS software that the Contractor is required to use for this contract.

1.10 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.10.1 Procedures

The number of copies and other information regarding the distribution of submittals will be included in each task order. The Government will further discuss detailed submittal procedures with the Contractor at the Preconstruction Conference.

1.10.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.11 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.12 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

1.13 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.14 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>

For design-build construction, both the Contractor Quality Control System Manager and the Designer of Record shall stamp and sign to certify that the submittal meets contract requirements.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-End of Section –

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

F.1 The contract will be effective for a base period of (1) year from the date of award and may be renewed for four (4) one (1) year options.

F.2 Deliveries or Performance dates/schedules will be established in each individual Task Order.

Section G - Contract Administration Data

SECTION G

Contract Administration Data

The following clause Identifies the breakdown of contract clauses identified in Section I:

A. The following FAR clauses are applicable to ALL TASK ORDERS

52.202-II, 52.203-3, 52.203-5, 52.203-6, 52.203-7, 52.203-8, 52.203-10, 52.203-12, 52.204-4, 52.204-7, 52.208-9, 52.209-6, 52.215-2, 52.215-8, 52.215-11, 52.215-12, 52.215-13, 52.216-18, 52.216-19, 52.216-22, 52.217-9, 52.219-14, 52.222-1, 52.222-3, 52.222-4, 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-37, 52.223-3, 52.223-6, 52.223-14, 52.225-13, 52.226-1, 52.227-1, 52.227-2, 52.227-14, 52.227-23, 52.228-5, 52.229-3, 52.229-5, 52.230-2, 52.230-6, 52.232-8, 52.232-17, 52.232-23, 52.232-33, 52.233-1, 52.233-3, 52.242-13, 52.244-5, 52.244-6, 52.245-1, 52.247-1, 52.248-1 I, 52.251-1, 52.253-1, 252.201-7000, 252.203-7001, 252.203-7002, 252.204-7000, 252.204-7003, 252.204-7004 A, 252.205-7000, 252.209-7004, 252.215-7002, 252.223-7006, 252.225-7012, 252.225-7031, , 252.203-7002, 252.204-5704, 252.209-5704, 252.239-5001, 252.227-7033, 252.232-7023, 252.227-7013, 252.227-7016, 252.227-7025, 252.227-7030, 252.227-7036, 252.227-7037, 252.243-7002, 252.245-7001, 252.247-7023, 252.247-7024, 252.252-2 and 252.251-7000.

B. The following FAR clauses area applicable to **Cost-Reimbursement Construction Task Orders**

52.204-2 II, 52.216-7, 52.216-9, 52.216-10, 52.222-2, 52.222-6, 52.222-7, 52.222-8, 52.222-9, 52.222-10, 52.222-11, 52.222-12, 52.222-13, 52.222-14, 52.222-15, 52.222-16, 52.222-27, 52.225-5, 52.225-11, 52.227-4, 52.232-20, 52.232-22, 52.233-3 I, 52.236-5, 52.236-7, 52.236-18, 52.236-19, 52.242-1, 52.242-3, 52.242-4, 52.243-2 III, 52.244-2 I, 52.245-5, 52.248-3, 52.249-6 I, 52.249-14, 52.251-2, 252.227-7003, 252.227-7023, 252.247-67 and 252.251-7001.

C. The following FAR clauses are applicable to **Cost-Reimbursement Service Task Orders**

52.204-2, 52.216-7, 52.216-8, 52.216-10, 52.222-2, 52.222-41, 52.222-42, 52.222-49, 52.225-1, 52.227-3, 52.228-7, 52.232-9, 52.232-20, 52.232-22, 52.237-2, 52.243-2 I, 52.242-1, 52.242-3, 52.242-4, 52.242-15, 52.244-2 I, 52.245-1, 52.245-5, 52.246-25, 52.247-1, 52.248-1, 52.249-6, 52.249-14, 52.251-2, 252.225-7002, and 252.225-7001.

D. The following FAR clauses are applicable to **Firm-Fixed Price Construction Task Orders**

52.204-2 II, 52.211-12, 52.222-6, 52.222-7, 52.222-8, 52.222-9, 52.222-10, 52.222-11, 52.222-12, 52.222-13, 52.222-14, 52.222-15, 52.222-16, 52.222-27, 52.225-5, 52.227-4, 52.228-2, 52.228-11, 52.232-5, 52.232-8, 52.232-27, 52.236-2, 52.236-3, 52.236-4, 52.236-5, 52.236-6, 52.236-7, 52.236-8, 52.236-9, 52.236-10, 52.236-12, 52.236-13, 52.236-14, 52.236-15, 52.236-17, 52.236-21, 52.242-14, 52.243-II, 52.245-2, 52.246-12, 52.246-21, 52.248-3 I, 52.249-2 I, 52.249-10, 252.27-7023, 252.227-7033, 252.236-7000, 252.236-7001, 252.236-7004 and 252.243-7001.

E. The following FAR clauses are applicable to **Firm-Fixed price Service Task Orders**

52.204-2, 52.222-41, 52.222-42, 52.222-43, 52.222-49, 52.225-3, 52.227-3, 52.232-1, 52.232-8, 52.232-9, 52.232-11, 52.232-25, 52.236-13, 52.236-9, 52.237-2, 52.242-15, 52.243-1 I, 52.245-2, 52.246-4, 52.246-16, 52.246-25, 52.248-1, 52.249-2, 52.249-8, 252.225-7001, 252.225-7002 and 252.243-7001.

F. The following DFAR clause is applicable to all Task Orders in support of any Army Command only:

252.204-9002

G. The following FAR clauses are applicable to Small Business Set-Aside Only.

52.219-6

H. The following FAR clauses are applicable to 8(a) Set-Aside Only.

52.219-17, 52.219-18

I. The following Far clauses are applicable to the HUBZONE set-aside only.

52.219-3

Section H - Special Contract Requirements**SECTION H****SPECIAL CONTRACT REQUIREMENTS****1. INDEFINITE QUANTITY.**

a. This is an indefinite quantity contract for remediation of hazardous waste sites located within the geographic boundaries of the North Atlantic Division (with the exception of NAU).

b. Task or performance shall be authorized only when bilateral orders are issued in accordance with the Ordering clause.

c. Except for any limitations on quantities in the task order Limitations clause, there is no limit on the number or size of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order.

e. Provisions included in individual task orders shall take precedence over contract provisions in the event of conflicting provisions contained in the two documents.

2. PROGRESS MEETINGS. All work schedules for task orders shall be coordinated with the Contracting Officer or authorized representative. Work schedules may be changed at the discretion of the Contracting Officer.

3. ORDERING PROCEDURES.

a. As the needs of the Government are determined, the Contracting Officer or authorized representative will notify the Contractor of an existing requirement through the issuance of a Request for Proposal letter (to include the scope of work and any site specific Special Contract Requirements required for submission with the Contractor's proposal documents).

b. The Contractor shall then prepare and submit his proposal for accomplishing the task. The proposal provided by the Contractor will be used to establish the Contractor's capability to perform the work and as a basis for negotiation of estimated costs and fees, as appropriate. The proposal shall provide a detailed breakdown of all items and associated costs anticipated during execution of the task order. The proposal shall be divided into Direct Cost (furnish a detailed breakdown on man-hour basis), Overhead on Direct Costs, General and Administrative Overhead on Direct Costs, Material Costs (furnish a detailed breakdown), Subcontracts, and Travel. Where the proposal includes cost reimbursement estimated costs for procurement of materials, equipment, subcontracts or storage/treatment/disposal facilities, the Contractor shall provide at least three

quotes showing sources contacted as well as prices and conditions quoted. The proposal shall include a proposed schedule for completing the task.

c. The time set for the receipt of proposal for each Task Order will be identified in each Request for Proposal letter.

d. Upon receipt of the Contractor's proposal, the Government will review the proposal documents for adequacy and completeness. The Government will then negotiate with the Contractor the proposed effort, price, any necessary site specific Special Contract Requirements, estimated costs and fees, and the performance time required for the individual Task order.

e. Task orders will then be issued by the Contracting Officer using a DD Form 1155. Each Task order will include the following information as a minimum:

- Date of task order.
- Contract number and task order number.
- Task order estimated cost and fees.
- Task or performance requirements.
- Accounting and appropriation data.
- Scope of work.
- Any other pertinent information.

f. The task order will be signed by both contracting parties.

g. The Contracting Officer may at any time, prior to award of the task order, determine that it is not in the best interest of the Government to issue said order to the Contractor. No liability (except the guaranteed minimum amount identified in Section B of this Solicitation, Offer and Award document) will accrue to the Government without issuance of a Task order.

4. INVOICES. The Contractor may submit a voucher no more often than one (1) time every thirty (30)-calendar days or upon the completion of each task order. The Contractor will be paid in accordance with Section I "Contract Clauses" of the Request for Proposal and any resultant contract thereto, and upon receipt of a certified voucher unless performance is unsatisfactory. All vouchers shall be submitted in the original and four (4) copies. The vouchers shall contain the contract number and task order number and shall be submitted to the address identified in Block 7 of the DD Form 1155 for the purpose of certification, audit and processing for payment.

5. SCHEDULING WORK. Before starting any of the on-site work under an individual task order, the Contractor shall confer with the Contracting Officer and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means for Contractor's employees and the like. Delivery of materials and equipment shall be made with a minimum of interference to Government or stakeholder operations and personnel.

6. IDENTIFICATION OF ON-SITE EMPLOYEES. The contractor shall furnish to each employee and require each employee engaged in work at the work site to display such

identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon release of any employees. When the contract involves work in restricted security areas, only employees who are U.S. citizens will be permitted to enter. Proof of U.S. citizenship is required prior to entry. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

7. SECURITY, STAGING AND WORK AREAS. Access into all secure areas and establishment of the Contractor's staging and designated work areas, shall be coordinated through the Contracting Officer's Representative. The Contractor shall be responsible to secure his own work site area. The Contractor shall comply with security regulations imposed by the Installation Commander and/or the organization occupying the space where work is to be performed and shall arrange for any necessary security clearances.

8. 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region __1__. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(C) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

9. AS-BUILT DRAWINGS. If required in the Task order, the Contractor shall maintain two separate sets of redlined full scale, as-built construction drawings marked-up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work and shall be available for review by Government personnel at all times. The location, general description, approximate depth below finished grade of all underground utilities encountered, and all variations from the contract drawings, for whatever reason, including those occasioned by optional materials and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the initial contract drawings. Both sets of as-built construction drawings shall be shown as a separate activity on the Contractor prepared progress bar chart or network analysis system, whichever is applicable.

10. CONTRACTOR FURNISHED EQUIPMENT AND MATERIAL DATA. At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the data mentioned in the following sub-clauses:

a. Equipment List. An itemized equipment list showing unit retail value and nameplate data including serial number, model number, size manufacturer, etc., for all Contractor furnished items.

b. Guarantees. A list of all equipment items that are specified to be guaranteed shall be included in each individual Task order.

11. REQUIRED INSURANCE SCHEDULE. The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

<u>Type</u>	<u>Amount</u>
Workmen's Compensation	coverage complying with applicable State Statute
Employers' Liability	minimum amount of \$1,000,000.00
General Liability on Comprehensive Form of Policy which includes, but is not limited to, insurance for all work required herein	minimum limits of \$1,000,000 per occurrence for bodily injury, but a limit of \$2,000,000 total, and \$1,000,000 per occurrence for property damage.
Comprehensive Automobile Liability	minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

12. PROJECT SIGN. When needed, will be specified in the individual Task order. The sign shall be posted at the entrance to the project sites, when required.

13. TASK ORDERS. Task orders shall be Cost Reimbursement (Cost-Plus-Incentive-Fee, Cost-Plus-Award-Fee, Cost-Plus-Fixed Fee) or Firm Fixed Price as determined by the Contracting Officer.

14. COST REIMBURSEMENT TASK ORDERS. This section outlines Government policies, procedures, practices, and requirements as it relates to cost reimbursement contracting mechanisms.

a. Proposal Requirements. The Government is concerned with the contractor's ability to control and project costs on cost reimbursement orders since much of the risk associated with cost is borne by the Government. Therefore, the successful contractor shall exercise adequate cost control policies and procedures.

b. General. Cost control is also important because of the multiple funding sources possible under this contract. As such, work will be obligated and directed not only by task order, but by individual project funds. It is imperative that the contractor be capable of estimating, budgeting, accounting, and reporting of costs by individual funding source as well as work item. To the extent practical the Government will attempt to segregate task orders or other work authorizations to a sole funding source for administrative convenience.

c. Management Organization, Responsibilities, and Authorities. The objective of cost reimbursement task orders is to obtain the specified work or service on time at the least possible cost. As such, the contractor must demonstrate a management team and organization capable of performing its own management and subcontract management effectively and efficiently. Managers identified as key personnel must have the relevant experience and education to perform the possible scope of services. Responsibilities and authorities of key personnel should be clearly identified. Organizational charts are required. The primary Government authority under the contract is the Contracting Officer (CO). Designated representatives identified in writing as an authorized Contracting Officer's Representative (COR) or Administrative Contracting Officer (ACO) also serve as personnel of authority. Only the CO or ACO may cause an increase in the contract obligation amount. Technical direction under a cost reimbursement delivery/task order may also be made by the COR.

d. Mobilization. Mobilization is a non-recurring cost unique to individual work sites for a given task order. Costs for mobilization will be reimbursed, if incurred, after formal execution of the relevant cost reimbursement task order. Mobilization costs prior to formal task orders are not reimbursable unless specifically covered in advance agreements. Contractors are encouraged to segregate non-recurring costs such as mobilization when submitting estimated cost proposals.

e. Contract Management Procedures. At the direction of the Contracting Officer or his/her representative, the contractor shall participate in the preparation and implementation of Contract

Management Procedures (CMPs) to identify working procedures between the Government and the contractor. See SECTION J, Attachment 2 for a list of anticipated CMPs. It is expected the contractor will have in place SOPS to cover its detailed procedures relating to cost reimbursement contracted work with the Government.

f. Management Information System.

(1) The contractor's Management Information System (MIS) is considered critical to the success of cost reimbursement task orders. This MIS should integrate cost and schedule information to provide at a minimum: daily tracking of costs incurred; daily tracking of costs scheduled, projection of cost and schedules, and time phased budget and spending curves. The schedule portion of this MIS should include a standard network analysis system that can be resource loaded for cost and manpower projections and earned value analysis. Automated information should be remotely accessible at the work site and other locations to allow for: daily cost tracking of actual labor, equipment, purchases, subcontracts, and other commitments, obligations, and expenditures; and evaluation of the impact of modifications on the Order cost schedule by selected District personnel.

(2) The contractor shall provide MIS procedures anticipated for tracking all phases of cost, from daily subcontracting, material, labor and overheads, through the phase required to invoice for cost. The daily cost tracking shall be performed in a Work Breakdown Structure (WBS) format, with various defined levels of control. The upper levels of the WBS shall be where the contractor's costs roll-up to levels where the COR will manage costs and funding. (Level 1 will be the total project. Level 2 will be Engineering, Construction and Fee.) The lower level of the WBS shall be where the contractor controls costs per his own accounting system. The MIS and/or accounting system must be capable of recording and tracking costs by separate project funds in addition to work schedule items. Earned Value reporting is expanded at the upper levels of the WBS.

(3) Compliance with Department of Defense Instruction (DODI) 7000.2, Cost Schedule and Control System Criteria is not required; however, the principles of defining and maintaining a performance measurement baseline for comparison against the current estimate at completion and schedule are expected to be incorporated in some fashion in the contractor's MIS. Detailed analysis capability of cost variances for labor, material, equipment, overhead, etc., between the performance measurement baseline and the current estimate at completion is expected. The MIS must be capable of integrating cost and recording progress payments for fixed-priced and or cost reimbursement type subcontracts. The MIS shall include accurate updates of schedule logic, actual dates, and actual budgeting data on the schedule. The MIS shall be capable of simultaneously managing multiple task orders, the current approved budget and schedule, actual cost and progress incurred, and projected future budget and schedule data.

g. Work Allocation Document (WAD).

(1) The Work Allocation Document System may be used to allocate previously obligated contract funds by the Government to the contractor and to further control the obligation or expenditures of funds for identified work. It is a series of numbered documents directly related to

the Work Breakdown Structure (WBS) prepared by the contractor, and approved by the contracting officer/ administrative contracting officer/contracting officer representative (CO/ACO/COR).

(2) After task order issuance, the Government may request the contractor to submit WAD budgets in the government specified Work Allocation Document System format. This format will include: 1) an approved Work Breakdown Structure; 2) an estimate keyed to the WBS; 3) a schedule for the task; 4) and a narrative description of the scope of work. The government will review the submitted WAD/WADs and approve/disapprove as necessary. The budget estimates of costs for the work orders submitted for each WAD shall not exceed the total budget for that Order.

(3) If a WAD request includes work that is beyond the scope of work/services, a modification is required under the Changes Clause before issuance. When a modification is necessary, the contractor must revise the WAD request to include this work.

(4) Once WAD approval has been obtained, the contractor will submit requests to the Government for the release of budget for one or more work orders/work elements within each WAD. No work will be performed until government approval has been received and the budget is established for the task. The contractor is authorized to expend and/or obligate funds under the order up to the dollar value authorized by the individual WAD. The Government may not reimburse the contractor for costs incurred in excess of WAD allocations. Only allowable, allocable and reasonable costs will be considered for payment.

(5) Transfer of funds between WADs due to overruns/underruns will be strictly controlled by the Government. It is possible that WADs could have more than one funding source. If this is the case, the WBS for that WAD will identify and segregate funding sources into separate work elements for tracking and control.

(6) The Government will not automatically utilize the WAD process on cost reimbursement task orders. Depending on the size, complexity, dollar value, and duration of a cost reimbursement task order, the Government may elect to control costs while still authorizing the contractor to expend and/or obligate funds up to the full task order estimated cost. In either event, the contractor is expected to utilize its cost control procedures to deliver to the Government at the least possible cost for the duration and work specified.

h. Procurement and Subcontracting.

(1) Just as the Government clearly defines its procurement policy, the contractor's procurement policy shall be clearly delineated. The contractor shall utilize procurement and subcontracting procedures consistent with good faith principles and fair dealing. Further, where required, the contractor will employ the principles and requirements of the Federal Acquisition Regulation.

(2) The objective of the Government is to select contractors that will raise the standards of subcontract administration while incorporating integrity and peer respect. Adequate staffing to perform subcontract management is required. Detailed contractor procurement procedures and subcontract program plans are critical to the successful implementation of this contract.

i. Audits. Cost Reimbursable Task Orders: Interim and final payments on cost reimbursement task orders are subject to audit by the cognizant Federal audit agency. Detailed backup to support cost reimbursement payments will be required with each public voucher submitted for payment.

j. Technical Direction, Changes, and Claims. Contract clauses for changes and disputes are included for cost reimbursement task orders. A specific technical direction clause is not included but the ability of the Government to supply contractors with details of performance as work progresses is incorporated in the contract clause on oversight. The contractor shall minimize subcontract disputes and effectively and efficiently control and process subcontract changes. Prepricing of subcontract changes is preferred, as is a formal system of issuing subcontract changes where obligations are recorded in advance of issuance of drawing changes or task orders issued to the contractor.

k. Closeout Procedures. All cost reimbursement task orders will require a final audit by the cognizant audit office of the Federal Government. The contractor is expected to demonstrate procedures and processes that facilitate quick subcontract and supplier closeout and resolution of disputes.

15. **WAGE DETERMINATIONS.** Department of Labor Wage Determinations shall be issued on an individual task orders for applicable counties and type of work (i.e. construction or service).

16. SECURITY CLAUSE - ADP Equipment

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS) (i.e., stand alone computers, network computers/systems, email, etc.) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigation requirements for an ADP - III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete and submit a SF-85P Form to the U.S. Army Corps of Engineers, New England District, Bldg 1, ATTN: Security Officer, 696 Virginia Road, Concord, Massachusetts 01742, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a Commercial or Government Entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC and forward visit requests/results of NAC to the U.S. Army Corps of Engineers, New England District, Bldg 1, ATTN: Security Officer, 696 Virginia Road, Concord, Massachusetts 01742. For those contractors that do not have a CAGE Code or Facility Security Clearance, the New England District Security Officer will process the investigation in coordination with the Contractor and contract employees.

17. SECURITY CLAUSE - Foreign Nationals

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on U.S. Army Corps of Engineers' (USACE) contracts or task orders shall be approved by Headquarters USACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontract employees. (NOTE: exception to the above requirement includes foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the USACE New England Division - Contracts Branch, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the United States. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.208-9	Contractor Use of Mandatory Sources of Supply	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-12	Liquidated Damages--Construction	SEP 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.216-9	Fixed Fee--Construction	MAR 1997
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-17	Section 8(A) Award	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988

52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act	JUN 2003
52.225-5	Trade Agreements	OCT 2003
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.227-14	Rights in Data--General	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.228-11	Pledges Of Assets	FEB 1992
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999

52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt III	Changes--Cost-Reimbursement (Aug 1987) - Alternate III	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	JUN 2003
52.246-12	Inspection of Construction	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-67	Submission Of Commercial Transportation Bills To The General Services Administration For Audit	JUN 1997
52.248-1 Alt I	Value Engineering (Feb 2000) - Alternate I	APR 1984
52.248-3	Value Engineering--Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-6 Alt I	Termination (Cost-Reimbursement) (Sep 1996) - Alternate I	SEP 1996

52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7003	Termination	AUG 1984
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7004	Payment for Mobilization and Demobilization	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7008	Evaluation of Bids	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	OCT 2002
252.251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-9002 REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS

(a) Scope. The following sets forth contractual requirements for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), Section 343 of P.L. 106-65, and 32 CFR 668. Reporting shall be accomplished electronically by direct contractor submission to the secure Army Web Site:

<https://contractormanpower.us.army.mil>. Information on the background, purposes, and significance of this reporting requirement, and the 32 CFR 668 Final Rule as published in the Federal Register, can be found at this Web Site. In addition, a Help Desk function, detailed instructions on what and how to report, FAQs, and a site demonstration are available. The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for effective Army planning. The reporting data elements should not be viewed as an "all or nothing" requirement. Even partial reporting, e.g., direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(b) Applicability. This reporting requirement applies to services covered by Federal Supply Class or Service codes for "Research and Development," and "Other Services and Construction." Report submissions shall not contain classified information. (Also see "Exemptions" at (d) below.)

(c) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, for all covered contracts, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA(M&RA)), using the secure Army data collection web-site at <https://contractormanpower.us.army.mil>. (Other information requirements associated with the manpower data collection (contract and task or delivery order numbers; appropriation data and amounts; total estimated value of contract; federal supply class or service code; major Army organizational element receiving or reviewing work; beginning and ending data for reporting period; place of performance; name, address, and point of contact for contractor; etc.) are specified and explained at the web site.)

(1) Labor Hours. Composite direct labor hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools¹.

(2) Rates. Alternatively, contractors may report two distinct, relevant (annualized) composite or average indirect labor rates in lieu of raw indirect labor hours and the value of those indirect hours. Such rates shall be annualized average estimates for the reporting contractor and need not be developed for each reporting period. Either method chosen should be consistently reported.

(d) Exemption(s). If the contractor is unable to comply with these reporting requirements without creating a whole new cost allocation system or system of records (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data element(s), and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. The "self-exemption" will apply to all contract actions involving the contractor and will be reviewed and approved by the Deputy Assistant Secretary of the Army (Procurement), in coordination with the Deputy Assistant Secretary of the Army (Force Management and Resources), whose decision is final in this matter.

(e) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary when associated with a contractor name or contract number.

(f) Subcontract Data. The contractor shall ensure that all reportable subcontract data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this

¹ Compensation costs are defined in the reporting instructions at the Army Web Site.

reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their subcontractors.

(g) Report schedule. The contractor is required to report the required information to the ASA(M&RA) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

(h) Reporting Flexibility. Contractors are encouraged to communicate with the Help Desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. Changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under HQDA policy direction and oversight).

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

- (1) In accordance with the terms and conditions of a subcontract or invoice; and
- (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--
 - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
 - (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. The Contractor shall support its proposal with adequate supporting data.
 - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
 - (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any

with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-10 INCENTIVE FEE (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [Contracting Officer insert percentage] percent or less than [Contracting Officer insert percentage] percent of the target cost.

TO BE CITED ON INDIVIDUAL TASK ORDERS

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through one year from contract award of any option exercised thereto.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500,000.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond the period set forth in individual task orders.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the USACE – New England District the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the U.S. Army Corps of Engineers, New England District Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish

ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the **U.S. Army Corps of Engineers, New England District**.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Contractor will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

TO BE CITED ON INDIVIDUAL TASL ORDERS

(End of clause)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following _____. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the _____.

TO BE CITED ON INDIVIDUAL TASK ORDERS

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)\1\
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Cost Reimbursement Subcontracts

Time & Materials/Labor Hour Subcontracts

Firm-Fixed Price Subcontracts Greater Than \$500,000.00

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

ATTACHMENT 1 – CHARTS FOR COST PROPOSAL (CHART 1A, 1B, & 2) INCLUDING NOTES

ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT 3 – LIST OF ANTICIPATED CONTRACT MANAGEMENT PROCEDURES

ATTACHMENT 4 – SAMPLE RESUME

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

D. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders**SECTION L****INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****1. TYPE OF CONTRACT.** (APR 1984) FAR 52.216-1

The Government contemplates award under this solicitation to be an Indefinite Delivery/Indefinite Quantity type contract. Task Orders will be issued on a Cost Reimbursement and Fixed Price basis.

2. PROPOSAL. The offeror shall submit only one proposal, which will identify all resources of the offeror's organization. The proposal shall demonstrate the specific teaming approach and other particulars to be applied to this remedial action contract.

3. PROPOSAL FORMAT. The proposal shall be in the following format:

Proposal Document	CD ROM	Original	Copies
VOL 1 - Business/Management/Technical Approach	1	1	2
VOL 2 - Past Performance and Experience	1	1	2
VOL 3 - Operational Management Plan	1	1	2
VOL 4 - Cost	1	1	2

a. Proposal Characteristics.

(1) All volumes are to consist of single spaced typewritten pages using a font no less than 10 point. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make it fit" software capability, however, all text must be legible and easily read. Minimum margins shall be 0.75 inches. The page size of the offeror's proposal shall not exceed 8-1/2 inches by 11 inches. When included, foldout pages shall fold entirely within the volume and shall only be used for graphic representations. Each volume shall be contained within a "Slant D" or similar 3-ring binder (no heat or spiral bound volumes).

(2) All proposals shall contain the requirements stated herein and every volume shall be identified by the volume number and name, address, and telephone number of the prime and subcontractors, if appropriate, on the cover. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, and List of Acronyms and at the bottom left side of each page the volume number shall be included. The list of acronyms shall include all acronyms appearing in the volume. The offerors name, address, signature, and telephone number shall appear on any document to be evaluated.

(3) Proposal clarity, organization (as requested in this solicitation) and cross-referencing is mandatory. No material shall be incorporated by reference. General cross-

references or cross-referencing guides will not be considered as appropriate cross-references. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner that will provide clarity, organization and cross referencing as required.

4. **PROPOSAL CONTENT.** The Government intends to make the award selection without discussions. The proposal must be complete and contain the offeror's most favorable terms. The proposal shall address and contain the information listed below. The information will be used by the Source Selection Evaluation Board to evaluate and rate each proposal. Offerors are advised that conciseness and relevance of the information presented in the proposal is of supreme importance and the inclusion of unrelated information that is not pertinent will reduce evaluation scores. Proposals that provide only superficial coverage of the information required below may not receive additional consideration and may be excluded from the competitive range, if established. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of this solicitation, the proposal may be determined to be "unacceptable" and thus ineligible for award.

FACTOR 1

VOLUME 1 - BUSINESS/MANAGEMENT/TECHNICAL APPROACH

Sub Factor 1A Business/Management Approach

Element 1A(1): Organizational Approach

Sub Element 1A(1)a Team Member Roles

Describe your organizational approach to executing this contract. Include whether you anticipate the use of your own resources totally, a joint venture, a teaming arrangement, or other subcontracting arrangements. Submit the actual organizational charts for the prime contractor and the affiliates. Include names and addresses of affiliates as well as the contractual agreements and/or corporate commitments binding the firms to the contract. Personnel on the organizational charts shall be identified by name, discipline, task area, and firm office. The organizational charts shall clearly indicate reporting lines.

Indicate how the proposed project organization will function under this contract relative to your home office organization. If these agreements are not in place, provide information on how they will be implemented. If these agreements are in place, provide a certified copy of the contractual agreement(s) as an appendix to this volume. A certified copy is defined as a copy of a document or record, signed and certified as a true copy by the officer to whose custody the original is entrusted. The information provided for this section will include, but not be limited to, the following.

- (1) What entity has overall authority for the contract?
- (2) What entity will be managing the contract?

- (3) What type of contractual agreements will be used (i.e., fixed-price, cost-reimbursement)?
- (4) How many years of previous experience with each firm?
- (5) Description of past contractual arrangement with each firm.
- (6) Which entity will be responsible for various project phases at the site?

Joint ventures shall submit the following additional documentation regarding their business entities:

- (1) A certified copy of their Joint Venture agreement; and
- (2) A detailed statement outlining the following in terms of percentages, where appropriate.
 - (a) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing;
 - (b) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work;
 - (c) The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work;
 - (d) The identification of key personnel who will have authority to legally bind the joint venture to subcontracts and who will provide or contract for the labor and materials for the joint venture;
 - (e) The identification of personnel who will maintain the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, who will keep the books, and records, and who will pay applicable taxes for the joint venture;
 - (f) The identification of persons who will furnish the facilities, such as office supplies and telephone service; and
 - (g) The identification of the personnel who has overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties, and identify the party, or hired as employees of the joint venture.

Sub Element 1A(1)b Management Team

Describe the locations, roles and responsibilities of the contract management team including program, contracts, health and safety and CQC management staff.

Element 1A(2): Managing Resources**Sub Element 1A(2)a Staffing Plan**

Describe your technique for assuring efficient utilization and balance of all manpower. Indicate the depth and size of your organization. Provide data regarding locations of your home and branch offices and their personnel.

Discuss your staffing plan that accommodates normal fluctuating workloads and maintains an experienced work force during periods of work buildup and decline. Describe the training that will be utilized to preserve the effectiveness of your organization.

Sub Element 1A(2)b Technical Expertise

Describe the technical staff available to support the contract and any specialized services that your firm is able to provide.

Sub Element 1A(2)c Equipment/Materials

Demonstrate your firm's ability and any unique capabilities for providing equipment and materials to meet the needs of the contract.

Sub Element 1A(2)d Responsiveness

Demonstrate your firm's ability to respond and mobilize to the geographical areas of coverage identified for this contract.

Sub Factor 1B Remedial Action Capabilities**Element 1B(1): Remedial Action Capabilities**

Provide information as to how you intend to accomplish the remedial actions that will be required by this contract. Provide information that establishes your capabilities to perform remediation and short-term O & M services identified in Section C.

Element 1B(2): Health and Safety

Describe your experience and capabilities for managing health and safety programs for remedial action projects.

Element 1B(3): Chemical Data Acquisition/Management

Describe your experience and capabilities for managing chemical data acquisition programs for remedial action projects.

FACTOR 2**VOLUME 2 - PAST PERFORMANCE AND EXPERIENCE****Sub Factor 2A Past Performance**

The enclosed questionnaire listed in Section J, Attachment 2 shall be completed and submitted with your proposal. This questionnaire shall be completed by the offerors five (5) most recently completed and relevant government or private contracts or task orders at least 90% physically completed by the offeror, as a prime contractor. Each questionnaire shall be placed inside of an envelope and sealed by the client/reference and submitted and returned to the Offeror for submission with the Offerors proposal.

The following items will be evaluated for Past Performance based on the written Performance Evaluations received:

Element 2A(1): Quality of Product/Service

Element 2A(2): Timeliness of Performance

Element 2A(3): Cost Control

Element 2A(4): Business Practices

Element 2A(5): Customer Satisfaction

Element 2A(6): Key Personnel

Element 2A(7): Utilization and Management of Subcontractors/Team Members

Element 2A(8): Safety

The offeror is encouraged to include its corporate past performance, the past performance of its key personnel who will work on this contract and the past performance of major subcontractors to include the utilization of small, disadvantaged, woman owned, veteran owned and HUBZone small business.

The Government will verify information submitted on these questionnaires. The burden of providing thorough and complete past performance rests with the Offeror and their references.

Sub Factor 2B Personnel Experience

Submit resumes for key personnel (including dual assignments). The term "key personnel" includes, but is not limited to, those persons identified in Section C, paragraph entitled "Contractor Personnel and Qualifications." Personnel designated as key are those in project management,

technical review, supervisory, or other roles in which they oversee or review the work of their discipline. The resumes are to follow the example shown in Section J. The resumes of the project team members should clearly show proposed job title, education, and dates thereof; special qualifications and training worth noting; and complete experience record showing title and specific duties, responsibilities, authorities, and assignments by years, beginning with the present and working backwards. Indicate the experience of key personnel on cost reimbursement contracts. Indicate fully the responsibilities those key personnel had in connection with any of the projects listed in the "Past Performance" section above and any other projects that involved managing projects comparable to this project. Only information relating to an individual's experience and ability to perform will be evaluated. Do not furnish information on any individual's social, civic, or fraternal activities.

The following categories of personnel will be evaluated:

Element 2B(1): Contract Management Personnel

Include at a minimum program manager, contracts manager, QC manager, regulatory specialist, health and safety director, and chief estimator.

Element 2B(2): Project Management Staff

Include at a minimum project and remediation managers.

Element 2B(3): Project Staff

Include at as minimum superintendents, site H&S and QC personnel, and project controls personnel.

Element 2B(4): Technical Support Staff

Include all staff that would support the work of the contract.

Sub Factor 2C Company Experience**Element 2C(1): Government Contracting Experience**

The offeror shall submit up to a total of ten (10) examples of completed projects that present the organization's experience on contracts that are relevant to the requirements of this contract. If numerous and similar projects occurred under one contract, provide one document for the multiple task contract. The description of each project shall indicate the organization's role in the execution of that project. References, to include name, address, and telephone number of the customer, shall be provided for each of these projects. Confidential clients will not be accepted as references. All completed projects submitted may be presented in spreadsheet, or tabular, format. Each listed project shall contain the contract number, the contract amount, description of work, performance period, percentage of the work that the organization performed, and the percentage of the work that the organization subcontracted out. For the purposes of this Section, a completed project will be defined as contracts and/or task orders that are at least 90% physically complete.

Element 2C(2): Complexity of Projects

Offerors are encouraged to describe the technical nature of the projects identified in element 2C(1), to identify any problems encountered on the projects, and discuss the offerors corrective actions taken.

Sub Factor 2D Experience with Regulators

Provide information to demonstrate the offeror's past experience and ability to create and maintain a cooperative working environment with local, State, and Federal environmental restoration regulators.

FACTOR 3**VOLUME 3 - OPERATIONAL MANAGEMENT PLAN****Sub Factor 3A Management Information System (MIS)**

MIS requirements are specified in Section H of this solicitation. The offeror shall include the following information in the proposal:

- Description of the MIS capabilities regarding planning and scheduling, cost estimating, budgeting and accounting reports, technical and regulatory reports, submittals and other relevant data.
- The offeror's experience in operating the MIS.
- Describe how the offeror will integrate the cost accounting and labor system of major subcontractors/team members if cost reimbursement contracting is anticipated.
- Describe plans for providing the Corps with electronic access to MIS data.

- Describe the specific mechanisms and relationships that will be utilized to track productivity on a real-time basis.
- Describe the capability of the MIS to simultaneously track multiple task orders.
- Describe how cost control, including tracking subcontractor costs, on both fixed price and cost reimbursement subcontracts is achieved.
- Name and description of software, name of company that produce and provides updates for the software, and the hardware compatibility of the software.

Sub Factor 3B Acquisition Management Plan

Element 3B(1) Purchasing System

Discuss your purchasing system and the procedures for the acquisition and control of equipment, supplies, material, and labor resources. Discuss how you assure that equipment, supplies, material, and labor resources will be available when they are required. Discuss how competition and best value will be achieved. Discuss Government approval of your Purchasing System and if approved, by which agency and contract.

Element 3B(2) Management of Subcontracts

Describe your plan for managing subcontracts and explain how these activities will be integrated and coordinated with other remediation activities including those performed by your own forces. For the purposes of this section, subcontracts include all procurement activities to be accomplished by the offeror in support of this contract. Indicate your ability through description of past performance on Government contracts to schedule and conduct required procurement in accordance with Government policies and procedures.

Sub Factor 3C Overall Management Plan

The offeror shall provide a management plan for this contract that will indicate how the work will be controlled. The offeror shall describe the program management organization proposed. The organization description shall include any planning, recruiting, and staffing requirements for this project as well as the project management procedures that shall be applied to ensure successful completion of site-specific work requirements. The offeror shall describe the responsibilities and authorities granted to key personnel in the organization including, but not limited to, project managers, regulatory specialists, and project field superintendents.

FACTOR 4

VOLUME 4 - COST

The offeror shall submit, in Volume 4, the cost information described below. Volume 4 will not be point scored but will be subjectively evaluated to determine reasonableness, affordability of each offeror over the life of the contract, the adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror's understanding of the requirements, and whether the costs are consistent with the technical proposal. These data will later form the basis for Contract Management Procedures to be negotiated with the awardee. The evaluation of the cost proposal contractual requirements (see paragraphs A through G below) will be done using the pass/fail method. Read cost proposal contractual requirements very carefully to ensure that all required items are present in the cost proposal. REMEMBER, the Government intends to award without discussions. All information required must be submitted with the cost proposal. Since the evaluation of the cost proposal represents a portion of the total evaluation as described in Section M, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, incomplete, inaccurate, non-current cost proposal information and/or cost or pricing data. The cost proposal shall consist of the following:

A. The Offer (the SF33) duly executed with an original signature by an official authorized to bind the company. Only required from the prime.

B. Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form). Only required from the prime.

C. The completed Section K of the solicitation (i.e., Representations, Certifications, and Other Statements of Offerors). Only required from the prime.

D. Determination of Adequacy from the cognizant Administrative Contracting Officer (ACO) of the Disclosure Statement (see Section K, FAR 52.230-1 and SF 1411, Block 14B) from the prime and as required from subcontractors (team members) OR provide the Disclosure Statement OR provide status of the Determination of Adequacy if the Disclosure Statement has already been submitted but the Determination of Adequacy has not yet been issued by the ACO. This contract will be a CAS-covered contract requiring Disclosure Statement. In accordance with FAR 30.202-6, award cannot be made until the ACO has made a written determination that a required Disclosure Statement is adequate unless a waiver is granted by the Contracting Officer that allows a postponement of the determination of adequacy until after award. Even in the event of waiver, the determination of adequacy shall be required as soon as possible after award.

E. Most recent audit report/finding/letter of changes to accounting practices ACO/letter from offeror's federal Government cognizant audit agency that the offeror's accounting system has been approved and is adequate for cost-reimbursement contracts. If it has been over 12 months since the accounting system was approved, the offeror shall provide a statement that the accounting system has not changed since being approved. If the accounting system has changed then

certification shall be provided indicating that the changes have not impacted the approval of the accounting system. In accordance with FAR 16.306(c) and 16.404-2(c), no cost-plus-award-fee contract may be awarded unless the limitations in FAR 16.301-3 are met. One of the limitations is that the contractor's accounting system be adequate for determining costs. Therefore, no award can be made of this contract to an offeror whose accounting system has not been determined to be adequate for cost-reimbursement contracts. This affects all subcontractors (team members) if the prime anticipates awarding cost-reimbursement subcontracts to any of the subcontractors. If no cost-reimbursement subcontracts are to be awarded, the offeror will so state. If cost-reimbursement subcontracts are to be awarded, provide the necessary information from the subcontractors.

F. The project pricing data will be submitted in the form of Charts 1A, 1B, and 2 (see Section J, Attachment 1) and the attachments called for by the charts. The project pricing data required in the cost proposal (from the prime and all subcontractors or team members whose involvement in any task order on either a cost reimbursable or fixed price basis is 10% or more) are as follows:

1. Charts 1A and 1B, Direct Cost Breakdown (see Section J, Attachment 1, for blank charts and a sample). All proposed direct costs (labor and other) will be entered and the total build-up to those direct costs of indirect cost rates and other markups (consistent with the offeror's accounting system but exclusive of prime's fee) will be shown equaling the total, fully burdened price (exclusive of prime's fee) and calculating the total multiplier for each direct cost. A Chart 1A will be completed for the prime contractor. A Chart 1B will be completed for each subcontractor or team member as stated in paragraph F above. Charts 1A and 1B break the direct labor into two categories, one for Home Office personnel and one for Field Office personnel. Often there are differences in indirect cost rates applied (field overhead vs. home overhead) and some employees may work sometimes in the home office and sometimes in the field. In that case, they may have different multiplier applied to them depending on their location and they should be listed on both charts. **Charts 1A and 1B list several required attachments. These attachments are required project pricing data.** Ensure that all project pricing data are included in the cost proposal.

See Explanations and Notes at the end of Charts 1A and 1B for further details on the completion of the charts. EACH OFFEROR WILL SUBMIT A HARD COPY OF CHARTS 1A and 1B AS DESCRIBED ABOVE AND A COPY ON COMPACT DISK (640MB, NONCOMPRESSED) USING SOFTWARE COMPATIBLE WITH EXCEL 00.

2. Chart 2, Projected Composite Rates, Professional and Administrative Labor (see Section J, Attachment 1, for blank chart and a sample). Follow the instructions provided on the chart itself for completion of this chart. Only one chart is required; no need for separate charts from subcontractors (or team members) because the subcontractor's information is to be included on the chart along with the prime's information to allow for calculation of an Adjusted Composite Hourly Rate to be used for evaluation purposes. Chart 2, the composite hourly rates, will be used for evaluation purposes. **EACH OFFEROR WILL SUBMIT A HARD COPY OF CHART 2 AS**

DESCRIBED ABOVE AND A COPY ON COMPACT DISK (640MB, NONCOMPRESSED)
USING SOFTWARE COMPATIBLE WITH EXCEL 00.

3. The offeror shall submit for himself and for each proposed Cost-Reimbursement Subcontractor (team member) a statement certifying the most recent year for which final audited indirect rates have been determined by the cognizant audit agency. Additionally, provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined. Identify a point of contact by name and telephone number at the cognizant audit office that can confirm the status of any final indirect rate determinations.

G. The cost proposal (Volume 4) must be identified as such and submitted as a separate document from the technical proposal. The cost proposal shall not contain any technical information that should be submitted with the technical proposal.

5. INQUIRIES. Prospective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

For inquiries of a contractual nature call Rachel Raposa, the contract specialist for this solicitation, at (978) 318-8249 or fax (978) 318-8207.

All technical questions concerning this solicitation should be submitted in writing or faxed to:

U.S. Army Engineer District, New England
696 Virginia Road
Attn: CENAE-CT/Ms. Raposa
Concord, Ma 01742-2751
Telephone: (978) 318-8249
Fax: (978) 318-8207

Rachael.raposa@usace.army.mil

Please include the solicitation number, project title, and location of project in your inquiry. This office must receive written inquiries not later than 14 calendar days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding and do not impact the offer. Any information given to an offeror that impacts the offer will be given in the form of a written amendment to the solicitation.

Proposals for the work described herein will be received at the above address. Please transmit proposals in sealed envelopes/packages that are clearly labeled with the solicitation number.

6. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SECTION H paragraph titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" can be ordered from the Government Printing Office (GPO).

52.215-1 -- Instructions to Offerors -- Competitive Acquisition.

As prescribed in [15.209\(a\)](#), insert the following provision:

Instructions to Offerors -- Competitive Acquisition (Jan 2004)

(a) *Definitions.* As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)
 - (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person

requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an

efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Section M - Evaluation Factors for Award**SECTION M****EVALUATION FACTORS FOR AWARD****1. FORMAL SOURCE SELECTION**

All offers received in response to this solicitation will be evaluated in accordance with formal source selection procedures delineated in Army Source Selection Guide. The principal objective of this process is to make four contract awards to the responsible offerors whose proposals are determined by the Source Selection Authority (SSA) to be overall Best Value to the Government, estimated cost and other factors considered (the Best Value). The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.

a. Source Selection Organization. The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA), a Source Selection Advisory Council (SSAC), and a Source Selection Evaluation Board (SSEB). The SSEB is comprised of separate Technical Evaluation and Cost Evaluation Teams. The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, cost analysis, small business, and other functional staff management expertise.

b. Source Selection Procedure.

(1) The source selection procedures will begin with an initial review of proposals and continue with a technical and cost evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in this solicitation. The results of the SSEB evaluations will be presented to the SSAC, which will review the proposal ratings and present the findings of the SSEB to the SSA. The SSA will consider the SSAC and SSEB findings and either make the final source selection decision or determine whether it is appropriate to engage in clarifications or communication prior to establishment of a competitive range, or to establish a competitive range and conduct discussions with those offerors that are included in the competitive range. The Government intends to award without discussions. All communications, leading to establishment of the competitive range, will be conducted in accordance with FAR Part 15.306b.

(2) If a competitive range is established, discussions will be conducted with offerors who are included in the competitive range. After conclusion of discussions and receipt of final revised proposals, the SSEB will complete the evaluation and establish final technical ratings. Results of the final technical ratings will be presented to the SSAC. The SSAC will then review the findings of the SSEB and present those to the SSA. After considering the SSEB and SSAC findings, the SSA shall make the final source selection decision. If appropriate, the SSA will apply the tradeoff process in the Best Value Continuum.

c. The Government will award the contracts resulting from this solicitation to the firms selected in accordance with the procedures described earlier in this paragraph. The Government may elect to finalize the Contract Management Procedures, identified in Section J, after award. If the Government elects to accomplish this effort prior to award and a final agreement cannot be reached on the procedures, no contract may be awarded to that firm. If this situation occurs, the Government may proceed through the award process with the next offer determined by the SSA to be most advantageous to the Government, price and other factors considered (trade-off process). The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

d. Four contracts will be awarded from this solicitation.

2. BASIS FOR AWARD

The Government intends to make award to the responsible offeror, without discussions, whose proposal conforms to the solicitation and is determined to be the Best Value to the Government in accordance with the following relationship between price/cost and technical merit. The technical evaluation factors, when combined, are significantly more important than cost or price (see Relative Importance of Evaluation Criteria below). The Government is more concerned with obtaining superior technical, management, quality, and/or past performance features than with making an award at the lowest overall price/cost to the Government. The closer the total evaluated technical ratings of acceptable offers are to one another, the greater will be the importance of cost in making the award determination. The closer the final cost evaluations are to one another, the greater will be the importance of the total evaluated technical ratings in making the award determination.

3. PAST PERFORMANCE/QUALITY AND EXPERIENCE

a. In the course of evaluating offerors' proposals, the SSEB may contact references submitted by the offeror. The SSEB may also check past performance information obtained from sources other than those identified by the offeror. All gathered information will be used to evaluate the offerors overall past performance.

b. At no time during this process, nor during the debriefing, nor after award, will the names of individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party.

c. Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.

d. During the evaluation, the following facets will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems and the effectiveness of corrective actions taken.

e. During the evaluation process, SSEB, SSAC, and SSA may also consider past performance information in evaluating overall risk associated with a particular offeror.

4. PROJECT PRICING DATA EVALUATION

The cost proposal (Volume 4) submitted in response to this solicitation will be subjectively evaluated to determine reasonableness, affordability of each offeror over the life of the contract, the adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror's understanding of the requirements, and whether the costs are consistent with the technical proposal. The subjectively-evaluated cost information will be used along with the evaluated technical portions of the proposal to make selection for award. Since the evaluation of the cost proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, incomplete, inaccurate, noncurrent cost proposal information and/or project pricing data. The Government will evaluate each offeror's overall cost of doing business over the life of the contract, reasonableness and realism using the project pricing data submitted in the proposal in the following manner:

a. The Projected Composite Rates, Professional and Administrative Labor, Chart 2. To evaluate the composite rates, the Government will use its own "Estimate of the Labor Mix" to evaluate the proposed composite rates. Each offeror's "Estimate of Labor Mix" will be replaced with the Government Estimate and will be multiplied by the offeror's Projected Composite Rate to calculate an Adjusted Composite Hourly Rate to be used in the evaluation. The Government's "Estimated Labor Mix" will be developed by Government technical personnel prior to receipt of proposals; it will be developed independently of any proposal information and applied exactly the same to each offeror's Projected Composite Rate. The Government will select a subset of job titles to use for evaluation purposes. These selected job titles will be representative of the majority of the anticipated work requirement over the life of the contract. The evaluation of each firm's Adjusted Composite Hourly Rate will be made using the Government's selected set of job titles. The same set of job titles used will be used to evaluate all offers. Neither the set of job titles used nor the Government's estimated labor mix used in the evaluation of the Adjusted Composite Hourly Rate will be releasable information.

b. Overall Cost of Doing Business Over the Life of the Contract, Reasonableness and Realism:

(1) Using the project pricing data provided, the Government will perform costs analysis by completing the following models which are designed to look at the overall cost of doing business over the life of the contract to include all burdens (excluding fee) by equalizing the amount of direct costs.

The direct costs are represented in a manner that depicts the usage of professional/administrative labor versus craft labor as well as the proportion of other direct costs in a manner the Government estimates will be the actual usage over the life of the contract (considering all the different types of work to be ordered under the contract). The offerors total multipliers will be applied (in the same manner as the offeror would apply them to recover costs during actual performance of a resultant contract) to the mix of costs in order to determine each offeror's probable cost for an equalized amount of direct costs. After using the models below, the additional risk factors below will be taken into consideration and a subjective evaluation will be made of each offeror's overall cost of doing business over the life of the contract including reasonableness and realism of the overall cost.

(See Sample Models on next page)

CATEGORIES	ESTIMATED QUANTITY LABOR HOURS	ADJUSTED COMPOSITE HOURLY RATE (FROM CHART 2)	TOTAL MULTIPLIER	DIRECT DOLLARS ASSIGNED	OVERALL COST OF DOING BUSINESS
Professional and Adminis-trative Labor (From Chart 2)	28	*	No Entry	No Entry	\$ **
Craft Labor	No Entry	No Entry	***	\$890	\$ ****
Equipment	No Entry	No Entry	***	\$2,520	\$ ****
Travel	No Entry	No Entry	***	\$280	\$ ****
Misc. Other Direct Costs	No Entry	No Entry	***	\$1470	\$ ****
Subcontracts	No Entry	No Entry	***	\$3,660	\$ ****
Total Cost of Doing Business					\$*****

CATEGORIES	ESTIMATED QUANTITY LABOR HOURS	ADJUSTED COMPOSITE HOURLY RATE (FROM CHART 2)	TOTAL MULTIPLIER	DIRECT DOLLARS ASSIGNED	OVERALL COST OF DOING BUSINESS
Professional and Administrative Labor (From Chart 2)	24	*	No Entry	No Entry	\$ **
Craft Labor	No Entry	No Entry	***	\$0	\$ ****
Equipment	No Entry	No Entry	***	\$0	\$ ****
Travel	No Entry	No Entry	***	\$30	\$ ****
Misc. Other Direct Costs	No Entry	No Entry	***	\$110	\$ ****
Subcontracts	No Entry	No Entry	***	\$8,860	\$ ****
Total Cost of Doing Business					\$*****

NOTE: The estimated quantity of labor hours for professional and administrative personnel will be used consistently in this evaluation for each offeror. The direct dollars assigned to each cost element in the above models will be used consistently in this evaluation for each offeror.

* The Adjusted Composite Hourly Rate to be used here is the Adjusted Composite Hourly Rate proposed by each offeror but adjusted by the Government as described in paragraph 5a above and then escalated to the fourth year (Year 4). This information will be taken from the attachment to Chart 2 required from all offerors.

** Multiplication of the Estimated Qty of 28 by the Adjusted Composite Hourly Rate

(Year 4).

*** Total Multipliers to be used here are the total multipliers as proposed by the offeror on Charts 1A and B but escalated to Year 4 using the offeror's total multiplier escalation information required from all offerors as an attachment to Charts 1A and 1B.

**** Multiplication of Total Multiplier and the Direct Dollars Assigned

***** Total of Overall Cost of Doing Business for each cost element listed.

(2) Additional risk factors that will be taken into consideration in the Government's evaluation of overall cost of doing business over the life of the contract are total relocation/travel costs as proposed by each offeror, each offeror's policy and likelihood of additional costs due to offerors paying wages to craft employees which are higher than the wages required by the Department of Labor, other direct costs calculated on direct labor and proposed to be added to the wage rates (some firms calculate all or some other direct costs by labor hour and add a per hour rate to the labor rates; this will not be allowed to be added into Chart 2), and other differences between proposals which affect the overall cost of doing business over the life of the contract. Additionally, the Government may make a subjective determination of risk by using: any information provided by the offeror in response to the Section L requirements for Volume 4 or information provided by the cognizant audit agency as to the reasonableness or appropriateness of the offeror's proposed indirect rates or the offeror's management information system(s).

(3) Each offeror will provide summary sheets (not to exceed two (2) pages) that depicts as a percentage of the firm's total burden cost the percentage that is typically applied to the following support functions: Counsel, Program Management, and Information Management. Total burden cost is defined as the cost that would be included in any Overhead Cost pool or General and Administrative cost pool. Offerors should also define which of the aforementioned support functions are historically done as direct charges and those that are part of the total burden allocations.

(4) Project pricing data will also be evaluated against the requirement that project-pricing data be accurate, complete, and current.

5. EVALUATION FACTORS

Evaluation factors are listed below. All factors will be evaluated on the completeness, conciseness, and relevance of information provided. These factors are listed in descending order of importance, with cost being less important than technical. The closer the final technical evaluations are to one another, the greater will be the importance of cost realism factors in making the award determination.

FACTOR 1 - BUSINESS / MANAGEMENT / TECHNICAL APPROACH (Volume 1)

Sub factor 1A: Business / Management Approach

(1) Organizational Approach

a. Team Member Roles

- b. Management Team
- (2) Managing Resources
 - a. Staffing Plan
 - b. Technical Expertise
 - c. Equipment/Materials
 - d. Responsiveness

Sub factor 1B: Remedial Action Capabilities

- (1) Remedial Action Capabilities
- (2) Health and Safety
- (3) Chemical Data Acquisition/Management

FACTOR 2 - PAST PERFORMANCE AND EXPERIENCE (Volume 2)

Sub factor 2A: Past Performance

- Quality of Product/Service
- Timeliness of Performance
- Cost Control
- Business Practices
- Customer Satisfaction
- Key Personnel
- Utilization and Management of Subcontractors/Team Members
- Safety

Sub factor 2B: Personnel Experience

- (1) Contract Management Personnel
- (2) Project Management Staff
- (3) Project Staff
- (4) Technical Support Staff

Sub factor 2C: Company Experience

- (1) Government Contracting Experience
- (2) Complexity of Projects

Sub factor 2D: Experience With Regulators

FACTOR 3 - OPERATIONAL MANAGEMENT PLAN (Volume 3)

Sub factor 3A: Management Information System

Sub factor 3B: Acquisition Management Plan

- (1) Purchasing System
- (2) Management of Subcontracts

Sub factor 3C: Overall Management Plan

FACTOR 4 - COST (Volume 4)

6. RELATIVE IMPORTANCE OF TECHNICAL FACTORS

Factor 1 (Volume 1) is the most important factor. Within Factor 1, the sub factors are listed in descending order of importance.

Factor 2 (Volume 2) is the second most important factor. Within Factor 2, the sub factors are listed in descending order of importance.

Factor 3 (Volume 3) is the third most important factor. Within Factor 3, the sub factors are listed in descending order of importance.

Factor 4 (Volume 4) will be subjectively evaluated.

The technical evaluation factors, when combined, are significantly more important than cost or price. The Government is more concerned with obtaining superior technical, management, quality, and/or past performance features than with making an award at the lowest overall price/cost to the Government.

ATTACHMENT 1

CHART 1A - RAC
PRIME CONTRACTOR DIRECT COST BREAKDOWN

LABOR/HOME OFFICE

[illegible]

LABOR/HOME OFFICE

[illegible]

CHART 1A - RAC
PRIME CONTRACTOR DIRECT COST BREAKDOWN

LABOR/FIELD OFFICE

[illegible]

CHART 1A - RAC
PRIME CONTRACTOR DIRECT COST BREAKDOWN

LABOR/FIELD OFFICE

[illegible]

LABOR/HOME OFFICE

[illegible]

LABOR/HOME OFFICE

[illegible]

CHART 1B - RAC
SUBCONTRACTOR DIRECT COST BREAKDOWN

LABOR/HOME OFFICE

[illegible]

CHART 1B - RAC SUBCONTRACTOR DIRECT COST BREAKDOWN

LABOR/HOME OFFICE

[illegible]

LABOR/FIELD OFFICE

[illegible]

LABOR/FIELD OFFICE

[illegible]

CRAFT LABOR RATES

[illegible]

CRAFT LABOR RATES

[illegible]

**CHART 1A - RAC
PRIME CONTRACTOR DIRECT COST BREAKDOWN**

OTHER DIRECT COSTS

[illegible]

**CHART 1B - RAC
SUBCONTRACTOR**

OTHER DIRECT COSTS

[illegible]

CHART 2 -RAC PROJECTED COMPOSITE RATES

PROFESSIONAL AND ADMINISTRATIVE LABOR

[illegible]

**CHART 2 -RAC
PROJECTED COMPOSITE RATES**

PROFESSIONAL AND ADMINISTRATIVE LABOR

[illegible]

CHART 1A - SAMPLE
PRIME CONTRACTOR DIRECT COST BREAKDOWN

This is a sample only. Numbers
are not intended for actual use.

LABOR/HOME OFFICE

JOB TITLE ⁽¹⁾	DIRECT COST \$	LABOR BURDEN % ⁽²⁾	SUBTOTAL \$	HOME OFFICE OVHD %	SUBTOTAL \$	G&A %	SUBTOTAL \$	FAC CAPITAL COST OF MONEY %	TOTAL \$ ⁽³⁾	TOTAL MULTIPLIER
PRINCIPAL	\$ 80.00	45%	\$ 116.00	50%	\$ 174.00	10%	\$ 191.40	1.35%	\$ 193.98	2.42480
PROJECT MGR, SR	\$ 75.00	43%	\$ 107.25	50%	\$ 160.88	10%	\$ 176.96	1.35%	\$ 179.35	2.39135
PROJECT MGR	\$ 70.00	43%	\$ 100.10	50%	\$ 150.15	10%	\$ 165.17	1.35%	\$ 167.39	2.39135
REMEDICATION MGR ⁽⁴⁾	\$ 60.00	43%	\$ 85.80	50%	\$ 128.70	10%	\$ 141.57	1.35%	\$ 143.48	2.39135
SUPERINTENDENT	\$ 55.00	43%	\$ 78.65	50%	\$ 117.98	10%	\$ 129.77	1.35%	\$ 131.52	2.39135
HEALTH & SAFETY MGR	\$ 75.00	35%	\$ 101.25	50%	\$ 151.88	10%	\$ 167.06	1.35%	\$ 169.32	2.25757
CERT IND HYGIENIST	\$ 65.00	35%	\$ 87.75	50%	\$ 131.63	10%	\$ 144.79	1.35%	\$ 146.74	2.25757
INDUSTRIAL HYGIENIST	\$ 45.00	35%	\$ 60.75	50%	\$ 91.13	10%	\$ 100.24	1.35%	\$ 101.59	2.25757
SAFETY & HEALTH OFFICER	\$ 30.00	35%	\$ 40.50	50%	\$ 60.75	10%	\$ 66.83	1.35%	\$ 67.73	2.25757
QUALITY CONTROL MGR	\$ 45.00	35%	\$ 60.75	50%	\$ 91.13	10%	\$ 100.24	1.35%	\$ 101.59	2.25757
QUALITY CONTROL ENGR	\$ 30.00	35%	\$ 40.50	50%	\$ 60.75	10%	\$ 66.83	1.35%	\$ 67.73	2.25757
ENGINEER, SR ⁽⁵⁾	\$ 40.00	35%	\$ 54.00	50%	\$ 81.00	10%	\$ 89.10	1.35%	\$ 90.30	2.25757
ENGINEER	\$ 30.00	35%	\$ 40.50	50%	\$ 60.75	10%	\$ 66.83	1.35%	\$ 67.73	2.25757
ENGINEER, JR	\$ 20.00	35%	\$ 27.00	50%	\$ 40.50	10%	\$ 44.55	1.35%	\$ 45.15	2.25757
RATE 1 \$24.32 ⁽⁶⁾										
RATE 2 \$21.58										
RATE 3 \$18.63										
STRAIGHT OR WEIGHTED AVG	\$ 21.51	35%	\$ 29.04	50%	\$ 43.56	10%	\$ 47.91	1.35%	\$ 48.56	2.25757
SCIENTIST, SR ⁽⁷⁾	\$ 40.00	35%	\$ 54.00	50%	\$ 81.00	10%	\$ 89.10	1.35%	\$ 90.30	2.25757
SCIENTIST	\$ 30.00	35%	\$ 40.50	50%	\$ 60.75	10%	\$ 66.83	1.35%	\$ 67.73	2.25757
SCIENTIST, JR	\$ 20.00	35%	\$ 27.00	50%	\$ 40.50	10%	\$ 44.55	1.35%	\$ 45.15	2.25757
FIELD TECHNICIAN	\$ 20.00	35%	\$ 27.00	50%	\$ 40.50	10%	\$ 44.55	1.35%	\$ 45.15	2.25757
COST/SCHEDULER	\$ 25.00	35%	\$ 33.75	50%	\$ 50.63	10%	\$ 55.69	1.35%	\$ 56.44	2.25757

CHART 1A - SAMPLE
PRIME CONTRACTOR DIRECT COST BREAKDOWN

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LABOR/HOME OFFICE

JOB TITLE ⁽¹⁾	DIRECT COST \$	LABOR BURDEN % ⁽²⁾	SUBTOTAL \$	HOME OFFICE OVHD %	SUBTOTAL \$	G&A %	SUBTOTAL \$	FAC CAPITAL COST OF MONEY %	TOTAL \$ ⁽³⁾	TOTAL MULTIPLIER
ESTIMATOR	\$ 30.00	35%	\$ 40.50	50%	\$ 60.75	10%	\$ 66.83	1.35%	\$ 67.73	2.25757
REGULATORY SPECIALIST	\$ 40.00	35%	\$ 54.00	50%	\$ 81.00	10%	\$ 89.10	1.35%	\$ 90.30	2.25757
CADD DRAFTSMAN	\$ 20.00	35%	\$ 27.00	50%	\$ 40.50	10%	\$ 44.55	1.35%	\$ 45.15	2.25757
SECRETARY	\$ 15.00	35%	\$ 20.25	50%	\$ 30.38	10%	\$ 33.41	1.35%	\$ 33.86	2.25757
WORD PROCESSOR	\$ 12.00	35%	\$ 16.20	50%	\$ 24.30	10%	\$ 26.73	1.35%	\$ 27.09	2.25757
PROCUREMENT/CONTRACTS MGR	\$ 35.00	35%	\$ 47.25	50%	\$ 70.88	10%	\$ 77.96	1.35%	\$ 79.01	2.25757
CONTRACT SPECIALIST	\$ 18.00	35%	\$ 24.30	50%	\$ 36.45	10%	\$ 40.10	1.35%	\$ 40.64	2.25757
ACCOUNTING MANAGER	\$ 30.00	35%	\$ 40.50	50%	\$ 60.75	10%	\$ 66.83	1.35%	\$ 67.73	2.25757
CLERK	\$ 15.00	35%	\$ 20.25	50%	\$ 30.38	10%	\$ 33.41	1.35%	\$ 33.86	2.25757

CHART 1A - SAMPLE
PRIME CONTRACTOR DIRECT COST BREAKDOWN

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LABOR/FIELD OFFICE

JOB TITLE ⁽¹⁾	DIRECT COST \$	LABOR BURDEN % ⁽²⁾	SUBTOTAL \$	FIELD OFFICE OVHD %	SUBTOTAL \$	G&A %	SUBTOTAL \$	FAC CAPITAL COST OF MONEY %	TOTAL \$ ⁽³⁾	TOTAL MULTIPLIER
PROJECT MGR, SR	\$ 75.00	40%	\$ 105.00	20%	\$ 126.00	10%	\$ 138.60	1.35%	\$ 140.47	1.87295
PROJECT MGR	\$ 70.00	40%	\$ 98.00	20%	\$ 117.60	10%	\$ 129.36	1.35%	\$ 131.11	1.87295
REMEDICATION MGR ⁽⁴⁾	\$ 60.00	35%	\$ 81.00	20%	\$ 97.20	10%	\$ 106.92	1.35%	\$ 108.36	1.80606
SUPERINTENDENT	\$ 55.00	35%	\$ 74.25	20%	\$ 89.10	10%	\$ 98.01	1.35%	\$ 99.33	1.80606
HEALTH & SAFETY MGR	\$ 75.00	35%	\$ 101.25	20%	\$ 121.50	10%	\$ 133.65	1.35%	\$ 135.45	1.80606
CERT IND HYGIENIST	\$ 65.00	35%	\$ 87.75	20%	\$ 105.30	10%	\$ 115.83	1.35%	\$ 117.39	1.80606
INDUSTRIAL HYGIENIST	\$ 45.00	35%	\$ 60.75	20%	\$ 72.90	10%	\$ 80.19	1.35%	\$ 81.27	1.80606
SAFETY & HEALTH OFFICER	\$ 30.00	35%	\$ 40.50	20%	\$ 48.60	10%	\$ 53.46	1.35%	\$ 54.18	1.80606
QUALITY CONTROL MGR	\$ 45.00	35%	\$ 60.75	20%	\$ 72.90	10%	\$ 80.19	1.35%	\$ 81.27	1.80606
QUALITY CONTROL ENGR	\$ 30.00	35%	\$ 40.50	20%	\$ 48.60	10%	\$ 53.46	1.35%	\$ 54.18	1.80606
ENGINEER, SR ⁽⁵⁾	\$ 40.00	35%	\$ 54.00	20%	\$ 64.80	10%	\$ 71.28	1.35%	\$ 72.24	1.80606
ENGINEER	\$ 30.00	35%	\$ 40.50	20%	\$ 48.60	10%	\$ 53.46	1.35%	\$ 54.18	1.80606
ENGINEER, JR	\$ 20.00	35%	\$ 27.00	20%	\$ 32.40	10%	\$ 35.64	1.35%	\$ 36.12	1.80606
RATE 1 \$24.32 ⁽⁶⁾										
RATE 2 \$21.58										
RATE 3 \$18.63										
STRAIGHT OR WEIGHTED AVG	\$ 21.51	35%	\$ 29.04	20%	\$ 34.85	10%	\$ 38.33	1.35%	\$ 38.85	1.80606
SCIENTIST, SR ⁽⁷⁾	\$ 40.00	35%	\$ 54.00	20%	\$ 64.80	10%	\$ 71.28	1.35%	\$ 72.24	1.80606
SCIENTIST	\$ 30.00	35%	\$ 40.50	20%	\$ 48.60	10%	\$ 53.46	1.35%	\$ 54.18	1.80606
SCIENTIST, JR	\$ 20.00	35%	\$ 27.00	20%	\$ 32.40	10%	\$ 35.64	1.35%	\$ 36.12	1.80606
FIELD TECHNICIAN	\$ 20.00	35%	\$ 27.00	20%	\$ 32.40	10%	\$ 35.64	1.35%	\$ 36.12	1.80606
COST/SCHEDULER	\$ 25.00	35%	\$ 33.75	20%	\$ 40.50	10%	\$ 44.55	1.35%	\$ 45.15	1.80606
ESTIMATOR	\$ 30.00	35%	\$ 40.50	20%	\$ 48.60	10%	\$ 53.46	1.35%	\$ 54.18	1.80606
REGULATORY SPECIALIST	\$ 40.00	35%	\$ 54.00	20%	\$ 64.80	10%	\$ 71.28	1.35%	\$ 72.24	1.80606

CHART 1A - SAMPLE
PRIME CONTRACTOR DIRECT COST BREAKDOWN

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LABOR/FIELD OFFICE

JOB TITLE ⁽¹⁾	DIRECT COST \$	LABOR BURDEN % ⁽²⁾	SUBTOTAL \$	FIELD OFFICE OVHD %	SUBTOTAL \$	G&A %	SUBTOTAL \$	FAC CAPITAL COST OF MONEY %	TOTAL \$ ⁽³⁾	TOTAL MULTIPLIER
CADD DRAFTSMAN	\$ 20.00	35%	\$ 27.00	20%	\$ 32.40	10%	\$ 35.64	1.35%	\$ 36.12	1.80606
SECRETARY	\$ 15.00	35%	\$ 20.25	20%	\$ 24.30	10%	\$ 26.73	1.35%	\$ 27.09	1.80606
WORD PROCESSOR	\$ 12.00	35%	\$ 16.20	20%	\$ 19.44	10%	\$ 21.38	1.35%	\$ 21.67	1.80606
PROCUREMENT/CONTRACTS MGR	\$ 35.00	35%	\$ 47.25	20%	\$ 56.70	10%	\$ 62.37	1.35%	\$ 63.21	1.80606
CONTRACT SPECIALIST	\$ 18.00	35%	\$ 24.30	20%	\$ 29.16	10%	\$ 32.08	1.35%	\$ 32.51	1.80606
ACCOUNTING MANAGER	\$ 30.00	35%	\$ 40.50	20%	\$ 48.60	10%	\$ 53.46	1.35%	\$ 54.18	1.80606
CLERK	\$ 15.00	35%	\$ 20.25	20%	\$ 24.30	10%	\$ 26.73	1.35%	\$ 27.09	1.80606

CHART 1A
PRIME CONTRACTOR DIRECT COST BREAKDOWN
LABOR/FIELD OFFICE

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JOB TITLE	BASE RATE \$ ^(a)	TAXES/ INSURANCES %	SUB- TOTAL \$	FRINGE BENEFITS \$	SUB- TOTAL \$	FIELD OFFICE OVHD %	SUB- TOTAL \$	G&A %	SUB- TOTAL \$	FAC CAPITAL COST OF MONEY %	TOTAL TOTAL \$	TOTAL MULTIPLE R
OTHER FIELD PERSONNEL												
EQUIPMENT OPERATOR	\$ 28.62	23.50%	\$ 35.35	\$ 19.25	\$ 54.60	20%	\$ 65.51	10%	\$ 72.07	1.35%	\$ 73.04	2.55203
LABORER	\$ 19.70	23.50%	\$ 24.33	\$ 13.71	\$ 38.04	20%	\$ 45.65	10%	\$ 50.21	1.35%	\$ 50.89	2.56325
TRUCK DRIVER	\$ 23.55	23.50%	\$ 29.08	\$ 9.25	\$ 38.33	20%	\$ 46.00	10%	\$ 50.60	1.35%	\$ 51.28	2.17768
WATER TREATMENT PLANT OPERATOR	\$ 16.20	23.50%	\$ 20.01		\$ 20.01	20%	\$ 24.01	10%	\$ 26.41	1.35%	\$ 26.77	1.65221
GUARD II	\$ 11.02	23.50%	\$ 13.61		\$ 13.61	20%	\$ 16.33	10%	\$ 17.96	1.35%	\$ 18.21	1.65221
SURVEY PARTY CHIEF	\$ 13.48	23.50%	\$ 16.65		\$ 16.65	20%	\$ 19.98	10%	\$ 21.98	1.35%	\$ 22.27	1.65221

CHART 1A
PRIME CONTRACTOR DIRECT COST BREAKDOWN

This is a sample only. Numbers
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OTHER DIRECT COSTS

ITEMS	UNIT OF MEASURE	DIRECT UNIT COST \$	OVERHEAD %	SUBTOTAL \$	G&A %	SUBTOTAL \$	FAO CAPITAL COST OF MONEY %	TOTAL \$	TOTAL MULTIPLIER
TRAVEL EXPENSES		TBN ^(v)			10%			TBN	1.10000
VEHICLE RENTAL		TBN ^(v)			10%			TBN	1.10000
MILEAGE		TBN ^(v)			10%			TBN	1.10000
RELOCATION COSTS		TBN ^(v)			10%			TBN	1.10000
COMPUTER USAGE	HOURL	\$ 1.50			10%	\$ 1.65		TBN	1.10000
TELEPHONE	MONTH	\$ 0.50			10%	\$ 0.55		\$ 1.65	1.10000
FAX	MONTH	\$ 0.06			10%	\$ 0.07		\$ 0.55	1.10000
REPRODUCTION	PAGE	\$ 0.05			10%	\$ 0.06		\$ 0.07	1.10000
POSTAGE	POUND	\$ 1.00			10%	\$ 1.10		\$ 0.06	1.10000
GIS USAGE	HOURL	\$ 1.50			10%	\$ 1.65		\$ 1.10	1.10000
HEALTH & SAFETY EQUIP		TBN ^(v)			10%			\$ 1.65	1.10000
SMALL EQUIPMENT		TBN ^(v)			10%				1.10000
MATERIALS		TBN ^(v)			10%				1.10000
SUPPLIES		TBN ^(v)			10%				1.10000
LAB		TBN ^(v)			10%				1.10000
SUBCONTRACTS					10%				1.10000

CHART 2 - SAMPLE
PROJECTED COMPOSITE RATES

This is a sample only. Numbers
are not intended for actual use.

PROFESSIONAL AND ADMINISTRATIVE LABOR

JOB TITLE	PRIME HOME (1)	% UTIL (2)	PRIME FIELD (1)	% UTIL (2)	SUB #1 (1)	% UTIL (2)	SUB #2 (1)	% UTIL (2)	PROJECTED COMPOSITE RATES (3)	ESTIMATED LABOR MIX % (4)	ADJUSTED COMPOSITE E HRLY RATE (5)
PRINCIPAL	\$ 193.98	100%							\$ 193.98	0.50%	\$ 0.97
PROGRAM MGR, SR.	\$ 179.35	100%							\$ 179.35	1.00%	\$ 1.79
PROGRAM MGR	\$ 167.39	100%							\$ 167.39	1.00%	\$ 1.67
PROJECT MGR, SR	\$ 163.88	50%	\$ 131.11	50%					\$ 147.50	1.00%	\$ 1.47
PROJECT MGR	\$ 152.18	50%	\$ 121.74	50%					\$ 136.96	2.50%	\$ 3.42
PROJECT SUPERINTENDENT			\$ 108.36	100%					\$ 108.36	2.00%	\$ 2.17
CERT IND HYGIENIST	\$ 169.32	20%	\$ 135.45	10%	\$ 150.00	70%			\$ 152.41	2.00%	\$ 3.05
INDUSTRIAL HYGIENIST	\$ 146.75	10%	\$ 117.39	10%	\$ 140.00	50%	\$ 137.00	30%	\$ 137.51	2.00%	\$ 2.75
CHEMIST, SR	\$ 90.30	50%	\$ 72.24	50%					\$ 81.27	1.00%	\$ 0.81
CHEMIST	\$ 67.73	10%	\$ 54.18	20%	\$ 70.00	70%			\$ 66.61	1.50%	\$ 1.00
CHEMIST, JR	\$ 45.15	10%	\$ 36.12	20%	\$ 50.00	70%			\$ 46.74	1.50%	\$ 0.70
ELECTRICAL ENGR, SR	\$ 90.30	90%	\$ 72.24	10%					\$ 88.49	0.25%	\$ 0.22
ELECTRICAL ENGR	\$ 67.73	0%	\$ 54.18	0%	\$ 55.00	100%			\$ 55.00	0.25%	\$ 0.14
ELECTRICAL ENGR, JR	\$ 45.15	0%	\$ 36.12	0%	\$ 45.00	100%			\$ 45.00	1.00%	\$ 0.45
MECHANICAL ENGR, SR	\$ 90.30	90%	\$ 72.24	10%					\$ 88.49	1.00%	\$ 0.88
MECHANICAL ENGR	\$ 67.73	0%	\$ 54.18	0%			\$ 70.00	100%	\$ 70.00	1.00%	\$ 0.70
MECHANICAL ENGR, JR	\$ 45.15	0%	\$ 36.12	0%			\$ 50.00	100%	\$ 50.00	1.50%	\$ 0.75
ENVIRON ENGR, SR	\$ 90.30	50%	\$ 72.24	50%					\$ 81.27	2.00%	\$ 1.63
ENVIRON ENGR	\$ 67.73	20%	\$ 54.18	20%	\$ 55.00	40%	\$ 60.00	20%	\$ 58.38	2.50%	\$ 1.46
ENVIRON ENGR, JR	\$ 48.56	20%	\$ 36.12	20%	\$ 45.00	40%	\$ 40.00	20%	\$ 42.94	2.50%	\$ 1.07
CIVIL ENGINEER, SR	\$ 90.30	90%	\$ 72.24	10%					\$ 88.49	2.00%	\$ 1.77
CIVIL ENGINEER	\$ 67.73	0%	\$ 54.18	0%			\$ 65.00	100%	\$ 65.00	2.50%	\$ 1.63
CIVIL ENGINEER, JR	\$ 48.56	0%	\$ 36.12	0%			\$ 45.00	100%	\$ 45.00	2.50%	\$ 1.13
GEOLOGIST, SR	\$ 90.30	0%	\$ 72.24	0%	\$ 95.00	50%	\$ 90.00	50%	\$ 92.50	2.00%	\$ 1.85
GEOLOGIST	\$ 67.73	0%	\$ 54.18	0%	\$ 70.00	50%	\$ 65.00	50%	\$ 67.50	2.50%	\$ 1.69
GEOLOGIST, JR	\$ 48.56	0%	\$ 36.12	0%	\$ 50.00	50%	\$ 50.00	50%	\$ 50.00	2.50%	\$ 1.25
BIOLOGIST, SR	\$ 90.30	0%	\$ 72.24	0%	\$ 95.00	50%	\$ 90.00	50%	\$ 92.50	1.00%	\$ 0.93

CHART 2 - SAMPLE
PROJECTED COMPOSITE RATES

This is a sample only. Numbers
are not intended for actual use.

PROFESSIONAL AND ADMINISTRATIVE LABOR

JOB TITLE	PRIME HOME (1)	% UTIL (2)	PRIME FIELD (1)	% UTIL (2)	SUB #1 (1)	% UTIL (2)	SUB #2 (1)	% UTIL (2)	PROJECTED COMPOSITE RATES (3)	ESTIMATED LABOR MIX % (4)	ADJUSTED COMPOSITE RATE (5)
BIOLOGIST	\$ 67.73	0%	\$ 54.18	0%	\$ 70.00	50%	\$ 65.00	50%	\$ 67.50	1.50%	\$ 1.01
BIOLOGIST, JR	\$ 48.56	0%	\$ 36.12	0%	\$ 50.00	50%	\$ 50.00	50%	\$ 50.00	1.50%	\$ 0.75
HYDROGEOLOGIST, SR	\$ 90.30	0%	\$ 72.24	0%	\$ 95.00	80%	\$ 90.00	20%	\$ 94.00	2.00%	\$ 1.88
HYDROGEOLOGIST	\$ 67.73	0%	\$ 54.18	0%	\$ 70.00	80%	\$ 65.00	20%	\$ 69.00	2.50%	\$ 1.73
HYDROGEOLOGIST, JR	\$ 48.56	0%	\$ 36.12	0%	\$ 50.00	80%	\$ 50.00	20%	\$ 50.00	2.50%	\$ 1.25
TOXICOLOGIST, SR	\$ 90.30	0%	\$ 72.24	0%			\$ 90.00	100%	\$ 90.00	1.00%	\$ 0.90
TOXICOLOGIST	\$ 67.73	0%	\$ 54.18	0%			\$ 65.00	100%	\$ 65.00	1.50%	\$ 0.98
TOXICOLOGIST, JR	\$ 48.56	0%	\$ 36.12	0%			\$ 50.00	100%	\$ 50.00	1.50%	\$ 0.75
QUALITY CONTROL MGR	\$ 101.59	10%	\$ 81.27	90%					\$ 83.30	2.00%	\$ 1.67
QUALITY CONTROL TECH	\$ 67.73	0%	\$ 54.18	100%					\$ 54.18	2.00%	\$ 1.08
HEALTH & SAFETY MGR	\$ 101.59	10%	\$ 81.27	90%					\$ 83.30	2.50%	\$ 2.08
HEALTH & SAFETY TECH	\$ 67.73	0%	\$ 54.18	100%					\$ 54.18	2.00%	\$ 1.08
CONTRACT ADMINISTRATOR	\$ 79.01	100%							\$ 79.01	2.00%	\$ 1.58
PROCUREMENT MANAGER	\$ 56.44	10%	\$ 45.15	90%					\$ 46.28	2.00%	\$ 0.93
PERSONNEL MANAGER	\$ 79.01	100%							\$ 79.01	1.00%	\$ 0.79
SCHED CONTROL MGR	\$ 56.44	10%	\$ 45.15	90%					\$ 46.28	2.00%	\$ 0.93
ACCOUNTING MANAGER	\$ 79.01	100%							\$ 79.01	2.50%	\$ 1.98
SMALL BUS SUBC MGR	\$ 67.73	100%							\$ 67.73	1.25%	\$ 0.85
FIELD TECHNICIAN	\$ 45.15	0%	\$ 36.12	50%	\$ 45.00	30%	\$ 40.00	20%	\$ 39.56	2.00%	\$ 0.79
SAMPLE TECHNICIAN	\$ 45.15	0%	\$ 36.12	50%	\$ 45.00	30%	\$ 40.00	20%	\$ 39.56	2.00%	\$ 0.79
ESTIMATOR, SR	\$ 90.30	90%	\$ 72.24	10%					\$ 88.49	1.00%	\$ 0.88
ESTIMATOR	\$ 67.73	40%	\$ 63.21	20%	\$ 65.00	20%	\$ 68.00	20%	\$ 66.33	2.00%	\$ 1.33
ESTIMATOR, JR	\$ 45.15	40%	\$ 36.12	20%	\$ 48.00	20%	\$ 40.00	20%	\$ 42.88	2.00%	\$ 0.86
TECHNICAL WRITER	\$ 45.15	40%	\$ 36.12	20%	\$ 50.00	20%	\$ 51.00	20%	\$ 45.48	2.00%	\$ 0.91

CHART 2 - SAMPLE
PROJECTED COMPOSITE RATES

This is a sample only. Numbers
are not intended for actual use.

PROFESSIONAL AND ADMINISTRATIVE LABOR

JOB TITLE	PRIME HOME (1)	% UTIL (2)	PRIME FIELD (1)	% UTIL (2)	SUB #1 (1)	% UTIL (2)	SUB #2 (1)	% UTIL (2)	PROJECTED COMPOSITE RATES (3)	ESTIMATED LABOR MIX % (4)	ADJUSTED COMPOSITE E HRLY RATE (5)
CADD DRAFTSMAN	\$ 45.15	50%	\$ 36.12	10%	\$ 48.00	20%	\$ 50.00	20%	\$ 45.79	2.00%	\$ 0.92
SECRETARY	\$ 33.86	20%	\$ 27.09	40%	\$ 25.00	20%	\$ 28.00	20%	\$ 28.21	1.00%	\$ 0.28
WORD PROCESSOR	\$ 27.09	20%	\$ 21.67	40%	\$ 25.00	20%	\$ 20.00	20%	\$ 23.09	2.00%	\$ 0.46
ACCOUNTING CLERK	\$ 27.09	100%	\$ 21.67	0%					\$ 27.09	2.00%	\$ 0.54
PAYROLL CLERK	\$ 27.09	100%	\$ 21.67	0%					\$ 27.09	1.00%	\$ 0.27
CLERK	\$ 27.09	50%	\$ 21.67	50%					\$ 24.38	1.00%	\$ 0.24
REGULATORY SPECIALIST	\$ 90.30	100%	\$ 90.30	0%					\$ 90.30	0.25%	\$ 0.23
GEOTECHNICAL ENGR. SR	\$ 90.30	50%	\$ 72.24	50%					\$ 81.27	0.25%	\$ 0.20
GEOTECHNICAL ENGR	\$ 67.73	20%	\$ 54.18	20%	\$ 55.00	60%			\$ 57.38	0.50%	\$ 0.29
GEOTECHNICAL ENGR, JR	\$ 48.56	20%	\$ 36.12	20%	\$ 45.00	60%			\$ 43.94	0.25%	\$ 0.11
CERT HEALTH PHYSICIST	\$ 169.32	50%	\$ 135.45	50%					\$ 152.39	0.25%	\$ 0.38
PUBLIC RELATIONS SPEC	\$ 79.01	100%							\$ 79.01	0.25%	\$ 0.20
REMEDIATION MANAGER			\$ 108.36	100%					\$ 108.36	2.00%	\$ 2.17
TOTALS									\$ 75.27 (6)	100.00%	\$ 71.40 (7)

Projected Composite Rate = (Prime Home Rate x % Util) + (Prime Field Rate x % Util) + (Sub #1 Rate x % Util) + (Sub #2 Rate x % Util)

The Percent (%) Util (Prime Home + Prime Field + Sub #1 +Sub #2) = 100%

NOTES FOR CHARTS 1A AND 1B

- (1) Definition of job title & job category: Example – Job Title is Engineer; Job Categories are for example Engineer Senior, Junior, or Staff.
- (2) The labor burden includes all payroll taxes, insurance, fringe benefits, etc. It must be clear what the total multiplier is for each job title.
- (3) A marked up cost shall be provided for all Job Titles and Categories shown on Charts 1A and 1B, regardless if the contractor does not intend to use a specific Job Title or Category. The only exception allowed will be if the contractor normally accounts for a Job Title or Category as an indirect cost.
- (4) The Remediation Manager is meant to be the person who leads or is in charge of all onsite contractor staff and resources. The Superintendent reports to the Remediation Manager and is in charge of a specific portion or part of the onsite work. For example, a Superintendent could be the supervisor for all craft labor, or could be the lead for a specific part of a project.
- (5) Engineer is a broad Job Title that covers all engineering disciplines such as Civil, Environmental, Geotechnical, Hydraulic, Mechanical, Electrical, etc. The contractor shall provide an average rate for such engineering disciplines in each Job Category (Senior, Mid, Junior, etc.).
- (6) If there are multiple direct labor hourly rates within a job title and/or job category, the offeror shall list all individual hourly rates used to calculate the average hourly rate proposed for each job title & job category within a job title. Calculate the average rate proposed for each job title & job category and show the averaging technique applied (straight or weighted averaging). Use this average rate for Chart 2. The proposal shall contain the calculations and explain the averaging technique used.
- (7) Scientist is a broad Job Title that covers all scientist disciplines such as Chemist, Geologist, Biologist, Ecologist, Wetlands Specialist, Hydrogeologist, etc. The contractor shall provide an average rate for such scientist disciplines in each Job Category (Senior, Mid, Junior, etc.).
- (8) List the direct labor hourly rates for craft personnel shown and show all the other required information. (Note that at a minimum craft personnel must be compensated in accordance with Davis-Bacon/Service Contract Acts criteria.) Additional columns may be added to account for all additional markups. Use one column per additional markup. The contract shall also note actual Fringe Benefit.
- (9) TBN = To Be Negotiated (on each task order). Do not enter unit prices for these items, but do show the other required information. Use the value of 1 to calculate the total multiplier.

ADDITIONAL NOTES;

Do not include prime fee in the total multiplier. Prime fee will be negotiated later with the awardee.

The job titles shown on the charts are given as an example of the types the government anticipates will be used over the life of this contract. Each offeror must use the job titles and categories listed on the charts in their cost proposal. Even though the breakdown of job titles into "Senior", "Staff", and "Junior" job categories may not match each offeror's standard job category classification practices, each offeror shall provide an hourly rate for each of the Job Titles and Categories shown on Charts 1A & 1B. Each offeror will provide, as part of their cost proposal, a detailed description of how the offeror's job titles and categories were matched with the titles and categories provided in Charts 1A and 1B. Each offeror may also add to the list any other job titles they anticipate using over the life of the contract, prime or subcontract. If a job title is listed above by the government, which an offeror normally accounts for totally as an indirect cost, that offeror will not include a cost for that job title. This shall be clearly identified on Charts 1A and 1B.

The indirect cost categories used in the charts are examples the government anticipates. Each will add to or delete indirect cost categories (columns) to the chart, consistent with the offeror's accounting system. Each offeror will list

all indirect costs to be applied to each direct cost. It will be clear from the cost proposal what the total multiplier is for each direct cost exclusive of the prime's fee. It will be clear from the proposal exactly how indirects are applied to each type of direct cost. The prime's fee will be negotiated later with the awardee and is not to be included in the cost proposal. All other markups must be included.

The prime will include the Prime's Markup to subcontractor's fully burdened rate. The subcontractor's fully burdened rate will include the subcontractor's proposed profit. Show the % markup the prime will apply to the subcontractor's total price. An example of this markup is if the prime proposes to add G&A and other types of markups to the subcontractor's price. The offeror will show what this markup consists of.

Show the percentage of each indirect cost rate in its % format. Example - Use 25% instead of 0.25.

The other direct costs (ODCs) are examples the government anticipates over the life of the contract. ODCs are all costs that will be charged as direct costs other than labor. Offeror's will list only those ODCs that are normally charged as direct costs consistent with the offeror's accounting system. All ODCs must be supported by calculation used to develop the unit prices with full explanations as to the real, actual expenses to the firm, which are not already accounted for in the indirect cost rates. Calculations will be accompanied by an explanation of the factual or judgmental basis for the calculations. If there are judgmental (estimates) factors, fully explain. Clearly show any indirects or other markups applied to established unit prices for ODCs.

The wage rates and indirect costs rates to be used for completing Charts 1A and 1B will be third quarter FY2004. Although the basic contract period is for more than one year, the information provided on this chart will not be averaged over the basic contract period. The direct costs shown will not include any escalation for subsequent years. Escalation will be proposed separately as stated below.

Do not round to the next even dollar. Round only to the nearest cent.

Attached to this chart each offeror will provide a complete breakdown of each indirect cost rate. Show all expenses in the indirect cost pool, and the base used to calculate the indirect cost rate (%). Each offeror will provide audit reports, forward pricing rate agreements, and other documents issued by the cognizant federal government audit agency supporting the indirect cost rates proposed.

Attached to this chart each offeror will provide proposed escalation factors to be applied for all subsequent periods throughout the life of the contract. Provide the basis for the proposed escalation factor/indexes used, historical industry or company trends, etc. Indicate when during the life of the contract the escalation factors would be applied (specific to the month and year). Include the prime's proposed escalation to indicate the escalation rate being proposed and at what periods during the life of the contract the escalation will be applied. Discuss escalation to:

- Professional and Administrative personnel direct labor rates
- Each "Other Direct Costs" (all direct costs other than labor)
- Each individual indirect cost rate and all other markups including the prime markups to the subcontractor's costs (labor and ODCs)
- Overall impact to each total multiplier shown on Charts 1A and 1B including the total multiplier to craft employees.

Within the prime's proposed escalation rates, the prime must consider all the subcontractor's proposed escalation rates but the prime will propose only one escalation factor for each of the above listed cost elements, which would be the contract's escalation rates if the offeror receives the award.

Attached to this chart each offeror will provide the number of hours in a year used to calculate the hourly labor rate for each salaried employee.

Attached to this chart each offeror will provide their policy on relocation costs.

Charts 1A, 1B, and attachments are to be provided by each offeror for the prime and all subcontracts anticipated to participate in this contract on a cost reimbursable basis.

NOTES FOR CHART 2

(1) Insert the hourly fully burdened rates from Charts 1A and 1B.

Do not include in the fully burdened rates any costs other than direct labor plus indirect costs (markups). If the offeror normally adds to hourly labor rates such things as other direct costs calculated on labor hours, do not include those costs in the fully burdened labor rates on this chart. Each offeror will discuss any additional costs added to hourly labor rates as part of charts 1A and 1B. Examples of possible additional costs are health and safety equipment such as breathing air premiums, respirator additive, etc., and any other direct costs that are normally added to direct labor hourly rates. Clearly and completely show the amount to be added to each person's hourly rate to cover these costs. Clearly and completely indicate which personnel's hourly rates will be affected. Show a breakdown of the calculation of these other direct costs' unit prices (see directions in "Notes for Charts 1A & 1B" – ODC Calculations).

Offeror's are to prepare Chart 2 only once. Do not prepare Chart 2 for subsequent years or option periods.

The designations "Prime/Home" and "Prime/Field" signify that some employees will work both in the Home (or Branch) Office and in the Field. When an employee works in different locations, they might have different indirect cost rates applied to their basic hourly wage (Field Overhead versus Home Office Overhead as an example) resulting in a different fully burdened rate. If this is the case, list their fully burdened rate when they work in the Home Office and also list their fully burdened rate when they work in the field and apply the % utilization in the next column. The % Utilization will be the offeror's best estimate of the amount of time each job title will be used at the different fully burdened rates. See further explanation of % Utilization in (2) below. If a job title will work solely in one location and have only one fully burdened rate, only list that fully burdened rate in the appropriate "Prime" column.

(2) The percent (%) Utilization column indicates the offeror's best business judgment of how much each team member (Prime Contractor or Subcontractor), out of 100% and over the life of the contract, will perform in each job title in cases where both the Prime and at least one Subcontractor will provide personnel under the same job title. Also, use this column to estimate the amount of time persons will contribute, out of 100% and over the life of the contract, working in the Home Office versus the Field. The percent utilization between the Prime and Subcontractors shown here should conform to the usage of personnel team members identified in the technical proposal.

(3) Apply the percent (%) Utilization to each fully burdened rate in a job title. Calculate the projected composite rates.

(4) Based upon your experience and business judgment provide your best estimate of the labor mix necessary to perform the work as described in the statement of work. This is an estimate, out of 100% and over the life of the contract, of the % each job title will be required to perform, based on man-hours.

(5) Multiply the projected composite rates by the estimated labor mix to calculate the adjusted composite hourly rate.

(6) This rate represents a composite rate assuming an equal weighting or labor mix for each category. In other words, it is a simple average of the projected composite rates.

(7) Add all of the individual job title adjusted composite hourly rates. This total represents the composite rate assuming a weighted average based upon the estimated labor mix.

(8) Attached to chart 2 provide the impact to the adjusted composite hourly rate (Chart 2, Block 7) of escalation for each year of the first four years of the contract. Using the escalation information provided as an attachment to charts 1A and 1B (escalation to each cost element), provide the following information:

	Year 1	Year 2	Year 3	Year 4	Year 5
Adjusted Composite Hourly Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Year 1 will be the adjusted composite hourly rate from Chart 2 without any escalation adjustment.
Years 2, 3, and 4 will show the escalated adjusted composite hourly rate after escalation adjustment to direct labor and escalation adjustment to indirect cost rates and all markups (Total Multiplier). Ensure that the escalation rates used here are the same as proposed in the attachment to Charts 1A and 1B.

NOTES:

- Do not round to the next even dollar. Round only to the nearest cent.
- Include professional and administrative labor on this chart only.
- The total composite rate will be used for evaluation purposes only.

ATTACHMENT NO. 2

PAST PERFORMANCE QUESTIONNAIRE

Title of Project: _____ Prime () or Sub ()

Contract Number: _____

Description and Location of Work: _____

Dates of Contract Performance: _____

Contracting Agency: _____

Points of Contact:

Name: _____ Number: _____

Name: _____ Number: _____

1. How would you describe the technical quality of the product and delivery services performed by the contractor? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

2. Was the contractor's performance timely, did they keep the project on schedule? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

3. Was the contractor effective at controlling cost? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

4. Were the contractor's business practices effective, including management of subcontractors? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

5. Was the contractor's approach to project delivery customer oriented, and were you satisfied with the contractor's overall performance? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

6. Were the contractor's key personnel knowledgeable and helpful? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

7. How did the contractor manage subcontractors and utilize team members? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

8. Did the contractor have an effective safety program, and were there any safety issues on the project? (circle one)

Exceptional Very Good Satisfactory Marginal Unsatisfactory

ADDITIONAL COMMENTS: (Please use this space to provide comments on the above ratings and information on the Contractor's overall performance to include any performance problems that were encountered and if so how they were resolved).

Attachment No. 3

LISTING OF ANTICIPATED CONTRACT MANAGEMENT PROCEDURES

No.	Title
1.	Personnel and Company Policies
2.	Small and Small Disadvantaged Business Subcontracting Plan
3.	General and Administrative Overhead
4.	Logistics Management (Procurement) Plan and Procedure
5.	Management Information System
6.	Contractor Training
7.	Key Personnel, Hourly Reates, and Hourly Rates by Disclipline
8.	Fee under Cost Plus Fixed Fee, Cost Plus Incentive Fee, and Cost plus Award Fee
9.	Manpower/Resource Utilization
10.	Task Order/Contract Close-out
11.	Environmental Compliance and Management Practices, Policies and Procedures
12.	Invoicing and Payment
13.	Corporate Health and Safety Plan
14.	Claims and Dispute Resolution
15.	Pre-Task Order Activities
16.	Warranties

NOTE: DO NOT submit the sixteen (16) Contract Management Procedures with your proposal in response to this RFP. Contract Management Procedures will be requested only from those firms selected for negotiations. (Hard copies of Sample Contract Management Procedures will be provided only to those firms.)

ATTACHMENT 4

Name
Title

Education

Describe all pertinent education including educational institutions, degrees earned, dates, and awards.

**Special
Qualifications**

Describe all special qualifications applicable to the requirements of the solicitation.

Experience

Describe all work experience including employers, job titles, dates, locations, and a brief description of the work performed.

**Licenses
/Certificates**

Describe all licenses/certificates including organizations, locations, and dates.

**Professional
Affiliations**

Describe all professional affiliations including organizations, individual role within organizations, and dates.